

RESIDENTIAL LEASE
THIS LEASE AGREEMENT, between
Mary Anne Termotto as Owner & Landlord,
And _____ as Tenant
WITNESSETH

Mary Anne "Matty" Termotto, owner and landlord hereby leases to the Tenant the following premises:
128 East Court St., Room _____, Ithaca, NY 14850 for the term of 12 months to commence on
August 1, 20__ and ending on July 31, 20__ to be used and occupied as a dwelling unit only. This lease shall remain in force until the end of the term specified unless sooner terminated by Landlord as set forth in this Lease Agreement.

The premises shall be used by 1 person, and no additional persons beyond the number of persons specified above shall occupy said premises, which number is the maximum number so allowed by the Town Municipal Code. The Landlord does not have authority to consent to occupancy in excess of the maximum number set forth in the Certificate of Compliance issued pursuant to the Town Municipal Code.

The Tenant(s) jointly and severally agree to hold the Landlord and her agents harmless and to indemnify the Landlord and her agents in the event the Landlord or agent is prosecuted by the said City or Town for violations of said maximum occupancy restriction by reason of the conduct of tenant(s).

The above named tenants shall agree to the following lease terms and are subject to the following conditions:

- 1) Rent for the said period is \$_____.00. This rent shall be payable in advance in equal installments of \$_____.00 on the 1ST DAY OF EACH AND EVERY MONTH during the term. A \$25.00 late fee will be accessed to the Tenant if the rent is paid later than 3 days. This fee shall be paid by the 10th of the month. The landlord MAY but is NOT REQUIRED to give tenant notice that rent is late and a late charge is imposed and deducted from the Security Deposit for the rental. If the rent and late fee is not paid by the 10th, eviction proceedings will go into effect.
 - A. Returned checks. Tenant hereby agrees to the following conditions, which are subject to this lease agreement. Landlord will assess a \$35.00 service charge for any check returned, for any reason.
 - B. Rent is not considered paid until the returned check is made good and all charges due are paid by cash or certified funds.
 - C. After the first check has been returned for any reason, all future rent payments will be made by cash or certified funds.
 - D. Demand for Possession. Landlord may serve a Demand for Possession notice at anytime after the fifth day of the month if rent has not been paid. A \$20.00 service charge will be accessed and be payable by tenant should such notice be served. Surrender of the leased property by Tenant or eviction of Tenant from the leased property does not constitute or imply a termination of this lease agreement.
 - E. If the lease is executed by more than one person as tenants, all persons shall be bound to the lease jointly and severally.
 - F. The owner may terminate the lease agreement for tenant's non-payment of rent or habitual late payment of these or unacceptable and/or illegal behavior and require the tenants to quit and vacate the premises immediately after notice.
 - G. Tenant is responsible for rent for the full lease term. Installment payments are for the tenant's conveniences. Tenant MAY NOT withhold rent for any reason. Rent is to be paid in full without any deduction of offset. If tenant breaches this lease, tenant will also pay the landlord's reasonable attorney's fees and costs. Any legal action shall be instituted in the courts of the State of New York and the County of Tompkins, and not elsewhere.

- 2) Deposit. The tenant shall deposit with the Landlord, the day the rental agreement is made, the sum of \$ _____ .00, as security for this lease, and this sum shall be returned to the Tenant 14 DAYS AFTER THE EXPIRATION OF THE LEASE providing all terms of the lease are met.
- A. TENANT CANNOT APPLY ANY PORTION OF THE SECURITY DEPOSIT TOWARD PAYMENT OF THE RENT. _____(Tenant's Initials)
 - B. Tenants security deposit is held as additional security for Tenants performance of the lease agreement, subject to charges for any amounts due to the Landlord by the Tenant for cleaning, damages, penalties for failure to fulfill the terms and conditions of this lease agreement, rent or any other valid charges.
 - C. Landlord has a maximum of 14 days after moving out and the return of all keys by Tenant, to return and or make adjustments to Tenants security deposit.
 - D. Tenants shall be responsible for providing Landlord with a forwarding address so refund of security deposit can be returned. Landlord assumes no liability for Tenants failure to provide such forwarding address.
- 3) Maintenance and Condition of Premises. Tenant shall take good care of the premises and shall at the end or other expiration of the term, deliver up the premises in good order and clean condition. Without in any way limiting the general obligation expressed above, it is agreed:
- A. Tenant accepts the premises in their present condition and Landlord shall not be obligated to make any changes thereto or future repairs except major structural repairs necessary to keep the premises in a habitable condition and not caused by Tenant's neglect or violation of this Lease. Insofar as possible, all work or repairs on the premises shall be performed by the persons or companies as contained in any directions or lists given by the Landlord to the Tenant.
 - B. Tenant will notify Landlord or his duly authorized agents whenever major repairs are required.
 - C. A minimum charge of \$50.00 will be made should the house appliances and furnishings require cleaning by the owner at the end of the lease term. (\$50 per appliance/furniture). The cleaning charge will be deducted from the Security Deposit. The laundry machines must be kept clean and used in accordance with manual recommendations. Remove lint from dryer before each use to protect against the possibility of a fire. Run exhaust fans in bathroom during summer months to keep moisture under control.
 - D. Tenant may not tamper with, alter or disconnect the power supply of any smoke detector or heat detection device. A minimum charge of \$50.00 will be made against any tenant who violates this section. No open flames are permitted at any time (candles or fires) on or in the premises other than the flame on the gas stove.
 - E. Tenant shall keep the kitchen stove periodically cleaned and will not cause grease or debris to accumulate thereon.
 - F. Tenant agrees to keep all furnishings and equipment in good repair and to leave the same in as good condition as when taken, reasonable use and wear thereof excepted.
 - G. Tenant agrees to abide by all applicable government regulation and laws in the use of the premises and also to abide by any regulations and rules made by the Landlord for the purpose of preserving the condition of said premises.
 - H. Tenant agrees that he/she will not drive nails in, drill into, disfigure or deface any part of the premises, including the attaching of signs or other fixtures to the exterior without written permission of Landlord. Hangings may be attached to the interior walls of the dwelling with the consent of Landlord, but in any such event, Tenant shall endeavor, insofar as practicable, to use existing nail holes and to use devices generally called "picture hangers", consisting of thin pin type nails of the same general construction as "moor" picture hangers.
 - I. Tenants will pay for all damages to premises, appliances and furnishings caused by himself/herself, his/her guests or others not under the landlord's control.
 - J. No pets of any kind are allowed in the apartment or building at any time. Animals found in the apartment are in violation of this rule and will be removed. A minimum charge of \$300.00 will be made for any violation of this covenant and the tenant will be subject to eviction.

- K. The installation of any major appliance such as air conditioners, freezers, extra refrigerators etc. are only permitted with the written consent of the landlord and will require additional fees to offset the extra energy costs of using such appliances. Any violation of this rule will result in a \$200.00 deduction from the Security Deposit.
 - L. Tenant shall not obstruct porches, walks, driveways or yards. Tenants shall not go out upon roofs of said buildings.
 - M. Tenant agrees to maintain their room/house in a neat and clean condition. If this covenant is breached, Landlord may give tenant a three day notice to comply. If tenant fails to do so, Landlord may enter premises, clean same and charge tenant for cleaning.
 - N. Parking, where available, must be arranged for separately with Landlord. Unauthorized or incorrectly parked vehicles will be ticketed and towed at the car owner's expense. No parking is allowed on the grass or between the sidewalk and the building. Tenants will not cause damage to any vegetation life on the premises of said property. No parking is allowed behind the house at any time by tenants or the tenant's guests unless given written approval by the Landlord.
 - O. Furniture may not be moved to another room or used outside of house on porches, in yards, etc. Tenants must arrange with Landlord for removal and storage of unwanted furniture at tenants expense unless otherwise agreed to with Landlord.
 - P. Furniture must be returned to rooms where located at start of lease term or a charge for moving will be deducted from security deposit.
 - Q. Landlord does not provide light bulbs, window cleaning service, curtain rods, replacement window shades, window blinds, storm windows or screens other than those existing in the house at the start of the lease. Damage to these items will be deducted from the security deposit.
 - R. Grease, oil, coffee grounds, fibrous materials, feminine hygiene products or disposable diapers must not be flushed down the toilet or drains. Tenant is responsible for blockage to sewer or drainpipes and any overflow of same.
 - S. Smoking is absolutely forbidden inside this dwelling by tenants and their guests at all times. Any evidence of violation of this rule will constitute a violation of this lease and subject the tenant to eviction proceedings.
 - T. It is the responsibility of all tenants to observe the set heat settings in the house. The thermostat is in a locked box visible to all. If this box is tampered with, and the heat setting is found to be set higher than management has allowed, all tenants will share in the increase cost. To avoid paying higher costs, you should inform the landlord of any evidence of tampering immediately. The heat is set at 68°F for the cold months and is considered an average temperature to meet the comfort of residents from all climates around the world.
- 4) Prohibition against subletting. Tenant will not assign or sublet the Lease without the written consent of the landlord. The tenant named in the lease remains responsible for the terms of this lease when subletting. The Security Deposit is not refunded until the end of the lease term.
- 5) Vacating Premises in Winter. Tenant will not leave the premises unoccupied between Oct. 15 and April 15 for more than 48 hrs. without notifying the landlord to have the premises checked each day to make sure that the heat is adequate and the premises are protected against damages from freezing and other hazards. Tenant will leave the thermostat set at no lower than 68°F. Violation will result in a \$25.00 charge for each violation.
- A. Any problem with heat must be reported immediately to the landlord. Un-vented heaters or kerosene heaters are prohibited in any room. Space heaters are only permitted with the written consent of the Landlord.
 - B. Tenant is responsible for damage from wind, rain, snow or freezing temperatures cause by leaving windows or doors open. Tenant is also responsible for plugging of sewers or drainpipes and any overflow resulting therefrom caused by tenants or guests.

- 6) Overnight guests. Tenants may never entertain an overnight guest for more than 1 night without the prior approval of the housemates. Tenant will need to have the collective agreement in writing of all housemates as well as the landlord to have an overnight guest for longer than 3 nights, not to exceed three nights. A charge of \$50 dollars per night will be made for each additional person occupying premises with or without the tenant for more than three days.

- 7) Trash Hauling Service. The Landlord agrees to remove trash from the back porch of the premises on a biweekly basis, except when vacating the property, tenant must remove all of their personal property from 128 East Court St. at their own expense, this includes but is not limited to food, trash, furniture, clothes, electronic equipment. It is also the responsibility of the tenant to place trash in the appropriate receptacle and not leave any trash laying on the ground of the outside of the house (front, back or sides.) **AND** in the unlikely event of the landlord's disability the Tenants will be responsible for obtaining their own trash tags and removing trash during the term of this lease agreement. Trash must be removed on a bi-weekly basis. Any accumulation of trash beyond two weeks will be considered a violation of the lease. No trash may be stored on front porches or in any place that is visible from the street--this includes broken or discarded furniture and shopping carts. Failure to remove trash on a bi-weekly basis will result in a weekly fine of \$25 per week for each week the trash is accumulated. On the day the keys are returned to the Landlord, any personal property remaining on the premises shall be regarded as abandoned and may be destroyed, hauled away or otherwise disposed of at the Tenant expense. Tenant shall store garbage in metal or plastic containers. Garbage must be put in designated area and carried to curb no sooner than 5 pm the day before pick up and nor later than 5:30 am on collection day. Tenant agrees to abide by any County recycling and garbage regulations and pay any user fees. Laws pertaining to recycling and garbage regulations may be obtained at the County offices. Tenant shall be liable for city fines imposed for violations of garbage or recycling rules. Containers must be returned to garbage area promptly after pick up. Tenant is responsible for maintaining designated garbage storage area in an orderly manner.
 - A. Two recycling bins will be at the house. If they are not there when Tenant vacates a \$50.00 each cost will be deducted from the security deposit.
 - B. At the end of the lease, any property left behind past the day the lease terminates, will be deemed abandoned, and the landlord will not be responsible for it.
 - C. Any infestation that results from violation of these trash-removing rules, and results in the need to hire an exterminator, the costs will be deducted from the security deposit.
 - D. Upon vacating the property, tenant must remove all of their personal property from 128 East Court St. at their own expense, this includes but is not limited to food, trash, furniture, clothes, electronic equipment.

- 8) Insurance. Tenant acknowledges that Landlords insurance coverage does not cover Tenants personal belongings. Tenant should obtain such coverage.

- 9) Liability of Tenant. Tenant shall be liable for the full amount of any damages caused to the leased premises because of any act or fault of Tenant, his family, agents, employees, guests, visitors, or invites, or caused by any violation of this Lease by Tenant. Tenant agrees to save and hold harmless Landlord from any liability for injuries to person or property and for other damages or expenses caused by the negligence of Tenant, his family, agents, employees, guests, visitors, or invites.

- 10) Landlord Right of Inspection. Landlord and his agents, employees, and contractors may enter the premises at all reasonable hours for the purpose of examining the same or for making such repairs or alterations therein as may be necessary for the safety and preservation of the premises. Landlord and his agents may also enter for the purpose of showing the premises to persons who may wish to purchase or lease same, and Landlord may also place notices in the front of the premises offering said premises for lease or sale and Tenant agrees to permit same thereon without hindrance or molestation.

- 11) Quiet enjoyment. If and so long as Tenant pays the rent and performs and observes the covenants and provisions hereof, Tenant shall quietly enjoy the premises. Tenants shall not play musical instruments, radio, TV, stereo and any other noise producing devices before 8:00 am and after 10:00 pm loud enough to be heard by others off the premises or and especially other tenants in adjoining rooms. Tenants may not play music outdoors at a volume disturbing to the neighbors. Please respect the rights of our neighbors.
- 12) Condemnation or Other Destruction.
- A. If the whole or any part of the premises shall be acquired or condemned by Eminent Domain, the lease shall terminate from the date title is vested by such proceedings, and Tenant shall have no claim against Landlord for any part of the award or for the value of any unexpired term of the lease.
 - B. If, through no fault or negligence of Tenant, the premises are destroyed by fire or so partially damaged as to render them untenable, either party, within thirty days thereafter elect to terminate the lease upon notice to the other party. Rent shall cease from that notice.
- 13) No Waiver. The failure of Landlord to insist on the strict conditions of the Lease or any of the terms thereof, shall not be deemed a waiver of any rights or remedies that Landlord may have.
- A. If Landlord is unable to deliver the room/house for occupancy at the beginning of the lease term for any reason, she shall not be held liable and rent shall not be owed until the apartment is available for occupancy.
 - B. Room/ House is rented "AS IS" condition. Tenant agrees they have inspected the room/house and finds it satisfactory.
- 14) Default by Tenant. In the event that Tenant shall default in any payment of rent, in addition to all other remedies available to Landlord under law, Landlord shall have the right to enter the premises without notice and shall have the right to re-let or assign the premises for the whole or any part of the remainder of the term further, if Tenant shall default in any other covenant or condition of this lease, Landlord, on ten days notice, either served personally or left conspicuously on the premises, may elect to terminate the lease, but notwithstanding such termination Landlord may sue for any damages occurring prior to such termination.
- 15) Keys. Tenant hereby acknowledges that a two key set is being provided to each resident for the leased property. Additional keys made will be at the sole expenses of the Tenant and with Landlord approval. All additional keys will become the property of the Landlord upon moving out without reimbursement to the Tenant. Tenant MAY NOT change locks on doors or install new locks without the landlords written and verbal approval. If tenant requests a change of locks, Landlord will arrange for same, with costs thereof to be paid by tenant.

A charge of \$30.00 will be assessed for each key lost and for each key not returned upon moving out. The locks will be re-keyed for an additional charge of \$30.00. Each time the tenant calls upon the landlord to unlock the leased property due to forgotten or lost keys, a \$30.00 fee will be charged. Any doors, door locks, door jams, windows, or window screens damaged by forced entry shall be repaired at Tenants expense.

_____ (1st Key) Tenant's Initials _____ (2nd Key) Tenant's Initials

- 16) Binding Effect. The covenants and agreements of this lease shall be binding upon the parties hereto, their respective successors and heirs. This entire agreement between the parties: there are no representations or agreements other than the Security Deposit Agreement noted. Changes in this lease are effective only if in writing and signed by both parties. Tenant agrees Landlord may correct any typographical and clerical errors in the Lease Agreement. A copy of the corrected agreement will be provided to tenant.
- 17) If any term in this lease is found to be null and void, it shall not affect the validity of any other term in this lease. Tenant agrees that he has had an ample opportunity to read this lease, understands its provisions,

believes them to be fair and reasonable and agrees to comply with each provision.

18) When the tenant intends to move out, they must give a 30-day notice to vacate before the end of the month, which is 30 days before the end of the lease. Failure to give sufficient notice will result in forfeit of the lease and the security deposit. If the tenant moves out before the expiration of the lease they are still contractually obligated to pay the rent according to the terms of the leases until it expires. If the tenant wishes to move out before the end of the lease and find someone to sublet their room, the replacement tenant must fit the profile of the remaining housemates, meaning an adult willing to maintain a quiet living environment suitable to Graduate Student study needs. *(A \$50.00 per hour charge will be assessed to tenant as Rent for failure to move out of the Premises by noon of the Expiration Date).*

19) Lease Renewal. If a tenant in good standing wishes to extend their lease for another year or mutually agreed upon term, notice must be received by landlord by March 15th before the new lease term.

20) Additional Covenants: expired

Tenant

Landlord

Social Security #

Date