

STANDARD RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT, made this XX Day of XXXXXXXX, 20XX, by and between a Thomas E. Warne & Andrew T. Warne herein called "Landlord" and XXXXX XXXXX herein called "Tenant." Landlord hereby agrees to rent to Tenant the dwelling located at: **XXXXXXXXXX., Fredonia, NY 14063**, with the following terms and conditions.

1. FIXED TERM AGREEMENT (LEASE):

Tenant agrees to lease this dwelling for a fixed term of two semesters, beginning on or about August 20, 20XX (Beginning of Fall Semester), and ending on or about May 20, 20XX (Graduation Weekend 20XX).

2. RENT:

Based on XXXX (X) person occupancy, Tenant agrees to pay Landlord as base rent the sum of \$XX.XX per semester, due and payable on or before occupancy for each semester, unless other arrangements have been made, and agreed to by Landlord. \$500.00 is due with the signing of this lease, and an additional \$500.00 is due on or before May 1, 20XX. This entire amount will be applied against the first semester's rent.

3. FORM OF PAYMENT:

Tenant agrees to pay their rent in the form of a personal check, cashier's check, or a money order made out to the Landlord.

4. RENT PAYMENT PROCEDURE:

Tenant agrees to pay their rent by mail addressed to the landlord **Mr. Andrew T. Warne** at: XXXXX, XXXXXX NY XXXXX.

5. RENT DUE DATE:

Tenant hereby acknowledges that late payments will cause Landlord to incur costs not contemplated by this Rental Agreement. We allow for a five-day grace period. In the event payment is not received within five days of the due date, Tenant agrees to pay the \$25.00 late fee plus an additional \$5.00 day for every day thereafter until the rent is paid.

6. BAD CHECK SERVICING CHARGE:

In the event Tenant's check is desired and return unpaid for any reason to landlord Tenant agrees to pay a returned check charge of \$25.00 and accept whatever consequences there might be in making a late payment.

7. SECURITY DEPOSIT:

Tenant hereby agrees to pay a security deposit of \$XXX.00 on or before move-in for the Fall 20XX semester which will be refunded upon vacating, and returning the keys to the Landlord in termination of this contract according to the terms herein agreed. The deposit will be held to cover any possible damage to the property. No interest will be paid on this money and in no case will it be applied to back or future rent. It will be held intact by landlord for 30 working days after Tenant has vacated the property. During this period Landlord will inspect the premises thoroughly to assess any damages and or needed repairs. The deposit money, minus any necessary charges will then be returned to Tenant with a written explanation of deductions within 45 days of Tenant's vacating premises.

8. LANDLORD NON-JUDGMENT:

In the event damage has occurred, Landlord will make no judgment as to who is the guilty party for causing such damage and will assess and divide the charges for repairs evenly among all Tenants unless a specific Tenant shall take personal responsibility for certain damage. Should the cost of the repair exceed the individual Tenant's \$XXX.00 security deposit the remaining cost will be split evenly among the other Tenants.

9. CLEANING FEE:

Tenant hereby agrees to accept property in its present state of cleanliness. The Property shall be returned in the same condition as when occupancy commenced. Should property not be returned in the same level of cleanliness a minimum cleaning fee of \$200 will be assessed, divided equally among the Tenants.

10. NO SMOKING:

Smoking of any kind is prohibited inside the building(s) associated with this Lease.

11. REMOVAL OF LANDLORD'S PROPERTY:

If anyone removes any property belonging to the Landlord without the express written consent of the Landlord, this will constitute abandonment and surrender of the premises by Tenant in termination of this rental agreement. Landlord may also take further legal action.

12. CHANGES IN TERMS OF TENANCY (SUMMER HOLD OVER):

If Tenant wishes to remain in dwelling during Summer Session they may do so for a fee of \$20 per day per Tenant.

13. TENANT COOPERATION:

Tenant agrees to cooperate with the Landlord in showing property to prospective tenants prior to termination of occupancy.

14. TENANT INSURANCE:

Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damage against Landlord. Tenant's agree to purchase insurance, at their own expense, sufficient to protect themselves and their property against fire, theft, burglary, breakage, electrical connections etc. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

15. ABANDONMENT:

If Tenants leave the premises unoccupied for 15 days without paying rent in advance of that semester, or while owing any back rent from previous semesters which has remained unpaid, the Landlord has the right to take immediate possession of the property and to bar the Tenant from returning. Landlord will also have the right to remove any property that the Tenant has left behind and store it at the Tenant's expense.

16. OCCUPANTS:

The number of occupants is limited to XXXX (X). Only the Tenants may live in the dwelling. Any additional persons residing in said dwelling for more than 2 weeks continuously must be added to this lease or receive written permission from the Landlord, subject the same restrictions as the Tenants.

17. LOCK POLICY:

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at Tenant's expense, before they are installed.

18. LOCKOUTS:

Should Tenant's lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon professional locksmith or the Landlord to let them in. In either case, they are responsible for payment of the charges associated to locksmith. Landlord shall charge \$25.00 for travel to the dwelling during the hours of 8:00 a.m. to 5:00 p.m. Monday-Friday, and \$50.00 for all other times.

19. CONDITION OF PREMISES:

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The Tenant's hereby acknowledge that the said property is in good condition. If there is anything that does not meet this level then it needs to be brought to the attention of the Landlord during the walk through at time of move in.

20. INVENTORY AND INSPECTION RECORD:

An inventory and inspection record will be reviewed and signed by both Landlord and Tenant at time of taking occupancy. Landlord warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, etc. will either be in working order or will be repaired within three (3) days of occupancy.

21. TENANT RESPONSIBILITY:

Good housekeeping is expected of everyone. Tenants agree to keep quarters clean and in a sanitary condition. The Tenant's agree not to permit any deterioration or destruction to occur while they are occupying the property.

22. VEHICLES:

All Tenant vehicles must be parked legally in the driveway, without blocking sidewalks, and be kept in good repair and properly licensed.

23. UTILITIES:

Landlord will be responsible paying gas, electric, water, and garbage pick-up. Tenant agrees to place trash at the curb on the appropriate day and to return empty containers to their proper location following pickup. No cable or wifi is included and is the sole responsibility of the tenants to obtain if desired.

24. SNOW REMOVAL: For larger properties Landlord shall be responsible for removing snow from driveway/parking area. Tenants are responsible for keeping sidewalks clear of snow as per Village laws.

25. NOTIFICATION OF SERIOUS DWELLING PROBLEMS: Tenant agrees to notify Landlord IMMEDIATELY should any serious situation presents itself such as, but not limited to: pipe leaks, roof leaks, broken windows or doors, plugged plumbing, furnace, hot water tank, broken appliances, electrical sparks, etc.

26. REASONABLE TIME FOR REPAIRS: Upon being notified by Tenants that there is some building defect which is hazardous to health, life, or safety Landlord shall take immediate action, including asking Tenant's to vacate property until such condition has been made safe. For non-hazardous repairs Landlord agrees to make all necessary repairs within 72 hours. Should said repairs require a longer period to remedy as a result of contractors being unavailable, holidays, etc. then Landlord shall keep Tenant's informed about any developments.

27. DRAIN STOPPAGES: At the time of taking occupancy, Landlord warrants that all dwelling sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, sanitary products, condoms, wads of paper, grease, oil, etc. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who was called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or collapse of lines.

28. ACCESS TO PREMISES:

The Landlord reserves the right to enter the dwelling at reasonable times to inspect, make necessary repairs, supply services, or show to prospective residents, purchasers, workmen, or contractors. Whenever practicable, a one day notice of the Landlord's intent to enter shall be given to the Tenants. If Tenant's do not respond to Landlord's notification, Landlord may enter as required to complete said task.

29. SUBLETTING AND ASSIGNMENT:

Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this agreement to anyone without first obtaining Landlord's written permission.

30. PETS:

Pets are not allowed without the expressed written consent of the Landlord.

31. SALE OF PREMISES:

Tenant shall have the right to live in the dwelling under the terms of this Lease regardless if the property is sold during the time of tenancy. This right shall terminate at the end of the Spring semester covered

under this Lease. Should the transfer of ownership occur during the hold over summer session then tenant shall vacate with 30 days written notice of the new property owner.

32. WAIVER:

All rights given to Landlord by this agreement shall be cumulative and in addition to any loss which exists or might come into being. Any exercise of any rights by Landlord or failure to exercise rights shall not act as a waiver of those or any other right. No statement or promise by Landlord as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing in a specific part of this agreement.

33. TERMS:

in this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Landlord will include Owner and/or Lessor, and the term Tenant will include Resident, and/or Lessee.

34. FULL DISCLOSURE:

The Tenant's signing this rental contract hereby states that all questions about this agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein, and they further state that they agree to fulfill their obligations in every respect and suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the tenant on the rental agreement is acknowledgment that he/she has received a signed copy of the rental agreement.

Accepted this: XX day of XXXXXX 20XX.

Tenant Signature: _____. Date: _____

Landlord Signature: _____. Date: _____

ADDENDUM

Should Tenant require, Landlord shall supply a bed frame, box spring/foundation, and mattress for a one-time charge of \$150 due upon move-in. These items shall remain the property of the Landlord and shall be left upon vacating the property at the end of the Lease term.

_____ I require a bed be provided

_____ I do not require a bed to be required