

TERMS AND CONDITIONS

- 1. Use** Only the persons signing this Lease may live at the Premises. There will be additional rent owed if additional persons are allowed to occupy the Premises. Tenant will keep the Premises clean and in reasonably good repair. Tenant is responsible for the cost of repair to the Premises when the need to repair or clean has resulted from the action or negligence of the Tenant or guests of the Tenant. Tenant is not permitted to occupy past the ending term of the lease. Tenant will pay additional rent of \$100 per day for each day the Tenant occupies the premises, or their belongings are left in the apartment, beyond the term of their lease.
- 2. Landlords Right To Enter** Landlord may at reasonable times enter the Premises to examine, to make repairs, and to show it to prospective tenants or buyers. Tenant must provide Landlord with their cell phone number and parent's cell phone number.
- 3. Notices** Any notices to either party must be in writing. Any notice of repairs required must be mailed or e-mailed to Landlord at rentalcompanyone@yahoo.com.
- 4. Representations** All promises made by Landlord are in this Lease. There are no others. Lease may only be changed by agreement in writing.
- 5. Recycling** Tenant must follow all Recycling Laws passed by the City of Oneonta and Otsego County. All garbage must be disposed of in clear bags. All recyclables must be cleaned and sorted and disposed of in separate containers. If recyclables or garbage is improperly disposed of, the Landlord will charge the Tenants \$50. per pick up; said amount due and payable the day the garbage is picked up.
- 6. Cleaning** Tenant must keep the Premises in clean sanitary condition. If Tenant fails to keep the Premises clean during the term of this Lease, Landlord may clean the Premises and charge the Tenant. Tenant must return the Premises in clean condition. The bathroom, kitchen, floors, walls, refrigerator and oven must be returned in clean condition. Tenant must repair and paint walls if walls have been painted or damaged in any other way. Landlord will deduct unpaid charges for cleaning, painting and repairs from the Security Deposit.
- 7. Possession** Landlord will give Tenant possession of Premises the date the Term begins. Landlord shall not be liable for failure to give possession for any reason including fire or damage to Premises that make it uninhabitable, etc. Rent shall begin when Landlord is able to give possession. Tenant will pay all court costs, attorney fees, and legal or collection fees Landlord incurs in the collection of late rents or enforcing this agreement.
- 8. Sublets** Tenant may sublet the Premises. Tenant must notify Landlord in writing of any subletter's name and addresses. All Tenants must agree in writing to any subletters occupying the premises. Tenant will still be responsible to the Landlord for any rent during the term of this Lease. Landlord will not clean the apartment after Subletter vacates the Premises. Tenants financial obligations under this Lease do not end if the Tenant vacates the apartment or leaves the area during the term of this Lease, for any reason including illness, financial difficulties, or leaving school. If Tenant wants to have a subletter for the remaining Term of the Lease, there will be a \$50. charge to the Tenant for the Landlord signing a Sublease. Tenant will remain financially responsible to the Landlord if subletter does not meet obligations. Security deposit will be returned to the original Tenant only after subletter has met the financial obligations outlined in the lease. Security deposit will be returned on or about July 15. If Subletter occupies apartment for summer months only, Landlord will not clean apartment after the Subletter leaves. Summer Subletter is responsible to the Tenant and the Tenant is responsible to the Landlord for summer rent according to the Lease agreement.
- 9. Liability** Landlord is not liable for any loss, expense or damage to any person or property at the Premises. Tenant will notify Landlord in writing of any defect or dangerous condition that exists at the Premises by certified mail.
- 10. Tenant's Defaults and Landlord's Remedies** Landlord may give written notice to the Tenant to correct any of the following defaults within 5 days: Failure to pay rent or additional rent on time, improper conduct by Tenant or other occupant of the Premises, keeping a pet at the Premises, and violation of any municipal ordinances at the Premises. If Tenant fails to correct the defaults listed above, Landlord may cancel this Lease by giving the Tenant a written 3 day notice stating the date the Term will end. On that date, the Term and Tenant's rights in this Lease automatically end and the Tenant must leave the Premises and give the Landlord the keys. Tenant continues to be responsible for rent, damages and losses.
- 11. Smoke Alarms and CO Detector** Landlord will equip Premises with smoke alarms and a carbon monoxide detector. Tenant is responsible for keeping batteries in alarms. Tenant must notify Landlord in writing via certified mail if any alarms are missing. Premises will be assumed to be equipped with smoke alarms and a carbon monoxide detector unless Landlord is properly notified.
- 12. Painting** Tenant must first get written approval of the Landlord prior to painting. Tenant may paint Premises only Ace brand Navajo white semi-gloss paint supplied by Landlord at Tenant's expense. Other paint colors, graffiti or writing on the walls will result in immediate loss of Security Deposit. This impedes the Landlord's ability to Lease the apartment to new Tenants.
- 13. Pet Policy** No pets are permitted. This includes, but is not limited to dogs, cats, monkeys, snakes and ferrets. If Tenant violates this policy for any duration of time, however short, the Landlord will charge additional \$50. per day or part of a day for each pet that is brought into the house, and the pet must be removed from the apartment. Fish and birds are permitted pets. This means you may not watch pets for friends or family members for short or long periods of time.
- 14. Fire or Damage** Tenant must give Landlord notice in case of fire or other damage to the Premises. Landlord will have the right to repair the damage or cancel the Lease. Tenant will be responsible for any damage to doors, walls or any surfaces regardless of the source of the damage. This includes breaking of doors, door jams, locks, walls, floors, ceilings, or any surfaces by the Tenant, guests of the Tenant, or unknown persons. Also included is damage from break-ins, burglaries, etc. Door damage and wall damage is a minimum charge of \$200.
- 15. Emergency Calls** Landlord will only make emergency calls at night and weekends for fire, flood, and no heat. All other problems must wait for the next business day. If Tenant is locked out of apartment due to loss of key or forgetting key, there will be a minimum \$25 charge to open door between the hours of 5pm-10pm. Charges may be more after 10pm. There will be a charge of \$15 between the hours of 8am-5pm.
- 16. Repairs** Landlord will make repairs to the Premises free of charge that occur that are not caused by the negligent or intentional actions of the Tenant or guests. Tenant must notify the Landlord of any existing broken windows during the first 10 days of the Term of this Lease. Landlord will repair these windows at his expense. Tenant will be responsible for the breakage of any windows, regardless of cause, during the remainder of the Term. This includes objects thrown from the outside or inside of the Premises that breaks a window. Tenant will pay Landlord for windows repaired the day that the Landlord repairs the window. Tenant must notify the Landlord of any other defects in the apartment immediately upon the beginning of the term of the Lease. Tenant will pay for repairs to any walls, ceilings, doors, plumbing fixtures etc. that are damaged by the Tenant during the term of the Lease. All Tenants are jointly and severally responsible for the cost of repairs caused by any Tenant or guest or others. Tenant will pay for these repairs as they are billed so as not to diminish the value of the Security Deposit.
- 17. Plumbing** Tenant will be responsible for any plumbing bills due to Tenant's negligence. These include but are not limited to: freezing pipes due to the lack of fuel oil or natural gas and clogged pipes due to the introduction of foreign objects, i.e., toothpaste tubes, tampons, etc.
- 18. Additional Charges** Landlord will charge Tenant for removal of anything other than household garbage. For example, items that you could be charged for the removal of are but not limited to: tires, air conditioners, furniture, mattresses, unregistered vehicles, etc.
- 19. Furniture** Any furniture that may be at the Premises at the beginning of the Lease period is the property of the Landlord. Landlord will not be responsible for the condition, repair or replacement of any furniture or mattress at the Premises in a furnished or unfurnished apartment. Tenant is responsible for purchase and changing of light bulbs. Items left in the Premises after the Lease period shall be deemed abandoned property and the Landlord may dispose of them without notice. Tenant is not permitted to store any furniture in the apartment after the ending date of the lease.
- 20. Exterior use of Premises** Tenant may not barbecue or store grills or hibachis or interior furniture on the porch. If these items are on the porch, they shall be deemed abandoned property and the Landlord or his agent may dispose of them without notice. Tenant's car may not block driveway. Any cars parked on the lawn will be towed without notice. If a car needs to be towed, the Tenant will be charged \$150 by the Landlord. Tenant may not sit, stand, or lay on any roof surface. Tenant will immediately forfeit security deposit if found to be using the roof surface.
- 21. Parties** The Premises are not to be used for large parties or gatherings with more than 10 people. No beer kegs will be permitted in the Premises. No drinking game equipment may be set up in premises or on porch or lawn. Parties are not permitted on the front porch. Excessive weight damages porch beams. Violation of this clause will result in eviction.
- 22. Fraternities & Sororities** No fraternity or sorority activities will be permitted at the Premises. Membership organizational type activities such as sports team meetings, fraternity or sorority meetings, pledge activities etc. will result in eviction. Fraternity and Sorority paraphernalia, such as Greek letters on wall hangings and paddles, may not be displayed in the house or apartment.
- 23. Security Deposit** Tenant will give to Landlord Security Deposit in the amount stated in this Lease. If Tenant does not comply with the terms of this Lease, Landlord may use Security Deposit to pay amounts owed by the Tenant, including damages. Unpaid rent may be deducted from the Security Deposit of each Tenant at the end of the Lease period. If Landlord sells the Premises, Landlord will give the Security Deposit to the buyer. In the event of sale of the premises, Tenant will look only to the buyer for the return of the Security Deposit.
- 24. Return of Security Deposit** If Tenant complies with all of the terms of this Lease, cleans the apartment, and there are no damages, Landlord will return the Security Deposit less any charges or bills not paid. Landlord will send Tenant a form to receive the Security Deposit. Tenant must complete and return this form with a self addressed stamped envelope for the return of the Security Deposit. Landlord will return the Deposit within sixty days after the end of the Lease period and the receipt of a self addressed stamped envelope, deposit form, and keys. Tenant must return apartment and bedroom key at the end of the term. Landlord will charge Tenant \$5. for each key not returned within 3 days of the ending date of the Lease. Landlord may use the Security Deposit of any Tenants that have signed this Lease for damages, late charges or delinquent rents.
- 25. Total Rent Due** All Tenants that sign this Lease are jointly and severally responsible for the total rent owed. The total rent owed will remain the same if less than the required number of people sign this Lease or less people occupy the Premises than have signed the Lease. The amount owed per person will increase accordingly to equal the total rent due, if less people sign the Lease or if less people occupy the Premises, than is required to fill the apartment. Landlord may use the Security Deposit of any or all Tenants that have signed this lease for unpaid or late rents of any Tenant.
- 26. Stored Items** Tenant is solely responsible for any items lost or stolen from the Premises during the Lease period. The Tenant has rented the apartment only. The basement, attic or garage is not to be used for storage and the Landlord will remove and discard without notice any items placed in these areas by the Tenant. Tenant will be charged to remove these items. The Tenant must keep all hallways and exits free from obstruction in compliance with City of Oneonta ordinances.
- 27. Municipal Fines** Tenant shall be liable for all municipal fines imposed on the Landlord caused by the Tenant's acts or omissions. If the Tenant fails to reimburse the Landlord for said fine, the Landlord may deduct the amount of the fine from the Security Deposit.
- 28. Common Areas** Tenant agrees that all damages to Common Areas of the building will be billed to all Tenants.
- 29. Building Construction** There may be NO construction of any walls, bars, beds, lofts, etc.
- 30. Tenant hereby acknowledges receipt of a copy of this Lease Agreement. Tenant gives permission to Landlord and/or management company to send copies of any and all notices prepared by Landlord, management company, debt collector, or an attorney, including but not limited to: bills, collection letters, and legal notices to Tenant's home address and to the parents of the Tenant. Permission is also granted to landlord and/or management company to contact parents regarding damages at the premisses.**