

Rental Company One, Inc.
179 River Street
Oneonta, NY 13820
607-431-9525
www.rentalcompanyone.com
rentalcompanyone@yahoo.com

Rent Checks are payable to:
Rental Company One, Inc. Escrow Acct
Security Deposit Checks are made payable to:
Rental Company One Security Deposit Escrow Acct

Address: _____

TERMS AND CONDITIONS OF LEASE AGREEMENT

- 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:** All notices must be in writing. Any notice of repairs must be mailed or e-mailed to Landlord at rentalcompanyone@yahoo.com.
- 4. Representations:** Any promises are in writing in this Lease, there are no others. Lease may only be changed by agreement in writing. Tenants are encouraged to visit their apartment by July 15 of the rental year. The outcome of any requests for cleaning, painting, flooring, and renovations not agreed upon in writing at lease signing will be at the sole desecration of the Landlord, but must be made prior to July 15.
- 5. Garbage:** All garbage must be disposed of in plastic garbage bags and placed in the appropriate bins located outside the house. If 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. 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.
- 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 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 that make it uninhabitable, such as fire or damage to the Premises, 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. If any individual tenant needs to move in prior to the start of the lease (early), permission from all tenants may be required by Rental Company One, Inc. in writing. If anyone moves in early, the apartment will not be able to be cleaned, but will need to be returned clean at the end of the lease. Move in early requests will be at the Landlord's and/or Rental Company One, Inc.'s sole desecration.
- 8. Sublets:** Tenant may sublet the Premises. Tenant must notify Landlord in writing of any subletter's name and addresses. At landlord's option, any or all Tenants may be required to agree in writing to any subletters occupying the premises. Landlord will not clean the apartment after Subletter vacates the Premises. If Tenant wants to have a subletter for the remaining Term of the Lease or needs to be replaced on the lease, there will be a \$50 charge. Subletter is required to pay their own security deposit. Tenant will remain financially responsible to the Landlord if subletter does not meet financial obligations. Subletter is responsible to the Tenant and the Tenant is responsible to the Landlord for rent payment according to the Lease agreement. The original tenant's security deposit will be returned within 60 days of end of the lease as long as the subletter has met the financial obligations outlined in the lease.
- 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 or email to Rental Company One.
- 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 vacate the Premises. Tenant continues to be responsible for rent, damages and losses.
- 11. Painting:** Tenant must first get written approval of the Landlord prior to painting. Tenant may only paint Premises with 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.
- 12. 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.
- 13. Emergency Calls:** Landlord will only take calls at night and weekends for emergencies such as fire, flood, and no heat. All other problems must wait till the next business day. If Tenant is locked out of apartment, 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.
- 14. Repairs:** Landlord will make repairs to the Premises free of charge 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 the day of the repair. 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 regardless of the source of the damage. 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. Tenants are also responsible for damages to doors, windows, or any other damage from break-ins, burglaries, etc. Door damage and wall damage is a minimum charge of \$200. Tenant should contact the police and file a report if apartment and/or bedroom is broken into.
- 15. Fire or Other Natural Disaster:** 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. It is strongly recommended that Tenants carry renters insurance.
- 16. Parking:** No parking is permitted on lawn or blocking driveways. Cars will be towed without notice that violate this policy.

- 17. 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 or email 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.
- 18. 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, ie., toothpaste tubes, tampons, 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 at the Premises. Landlord does not provide window treatments. Landlord does not maintain or replace window treatments left by previous tenants. Tenant is responsible for purchase and changing of light bulbs. Tenant is not permitted to store any furniture in the apartment after the ending date of the lease. Items left in the Premises after the Lease period ends shall be deemed abandoned property and the Landlord may dispose of them without notice.
- 20. Non-Permitted use of Premises:** Tenant may not barbecue or store grills or hibachis on the porch. Porches may only have lawn type furniture. No interior type furniture is permitted on 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 may not sit, stand, or lay on any roof surface. Tenant will immediately forfeit security deposit if found to be using the roof surface. No extension cords are permitted. Power strips with surge protectors are permitted.
- 21. Parties:** The Premises are not to be used for large parties or gatherings with more than 10 people. Beer kegs, drinking game equipment, beer pong tables, etc. are not permitted to be set up in the apartment, on the property, the basement, porches, or lawn. This applies for even short periods. Parties are not permitted on porches. 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. If total security deposit is not paid by due date, Landlord may at his option cancel this Lease.
- 24. Return of Security Deposit:** If Tenant complies with all of the terms of this Lease, 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 return this form, keys, and a self addressed stamped envelope for the return of the Security Deposit. The Deposit will be returned within 60 days after the end of the Lease period. Tenant must return all keys at the end of the term. Landlord will charge Tenant \$5 for each key not returned at end of lease. Landlord may use the Security Deposit of any Tenants that have signed this Lease for damages, cleaning, 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. Tenant's 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. 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. Financial Aid:** For persons paying rent by the semester who are on Financial Aid, the following option may be selected. Tenant may pay a minimum of \$600 per month starting on the first day rent is due for up to 60 days while awaiting Financial Aid. A copy of your Financial Aid award letter must be submitted to Rental Company One, Inc. to select this option. All rents that remain unpaid for 60 days past the original due date, are subject to all late rent provisions contained herein. Missing a payment voids this option. Balance in full and late fees will then apply. If a tenant needs to make the monthly payments for the entire lease period, then that tenant will incur a one time processing fee of \$100 added to the first semester's rent. Permission to pay monthly will be at sole discretion of landlord. Landlord and Rental Company One, Inc. expect rent payments on time according to the payment schedule regardless of external circumstances, for example: college erred on your FAFSA or loan forms, leaving school, parent is out of work, you owe car insurance, etc.
- 27. Late Fees:** Rents paid more than 10 days late will be subject to \$2 per day additional rent. Total rent owed will increase accordingly if individual Tenants pay rent more than 10 days past due date.
- 28. 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 parties, storage or any reason. The Landlord will remove and discard without notice any items placed in these areas by the Tenant. If equipped with a laundry, basement may be used for that purpose only.
- 29. 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.
- 30. Common Areas:** Tenant agrees that all damages to Common Areas of the building will be billed to all Tenants. Common areas must be kept clean and free of all items. The Tenant must keep all hallways and exits free from obstruction in compliance with City of Oneonta ordinances. It is a fire hazard to block common hallways or exits.
- 31. Keys and Locks:** Tenants shall not replace any of the original locks on the bedroom and/or apartment doors. Keys to your apartment are not to be duplicated and/or given to others who are not on the lease. Hasp locks are not permitted on any doors.
- 32. Building Construction:** There may be no construction of any walls, bars, beds, lofts, etc.
- 33. Tenant 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 premises.**

We the undersigned have read and agree to all of the Terms and Conditions that are stated on both sides of this Lease Agreement.

