

**Rental Company One, Inc.
Lease Agreement**

The Landlord and Tenant agree to Lease the Premises described below for the Term and Rent stated.

Landlord Name: _____

Address of Premises Leased: _____ Oneonta, NY 13820

Term begins: _____ Term ends: _____

Number of persons required to fill this apartment is _____

\$ _____ Monthly rent due per person on the _____ of each month

Individual tenants will incur a \$25 late fee for each month the rent is paid more than 5 days late.

\$ _____ Total rent due per month

\$ _____ Total rent due for the term of the lease

\$ _____ Amount due per person for security deposit

\$ _____ Total security deposit required for the Premises

Security deposit due date: _____

Tenant will pay for the following services: Heat Electric Gas

Premises are Leased: Unfurnished Furnished

Agent _____ **for Rental Company One, Inc. as Agent for Landlord.**

or
Landlord _____ **Date:** _____

We the undersigned have read and agree to all 4 pages of the Terms and Conditions of this Lease Agreement.

TENANTS - PRINT HERE

TENANTS - SIGN HERE

DATE

TENANTS - PRINT HERE	TENANTS - SIGN HERE	DATE
_____	_____	_____
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Special Terms or Conditions are listed below:

Rental Company One, Inc.
179 River Street
Oneonta, NY 13820
607-432-7368
www.RentalCompanyOne.com
RentalCompanyOne@yahoo.com

Rent Checks are payable to:
RCO, Inc. Escrow Acct

Security Deposit Checks are payable to:
RCO Security Deposit Escrow Acct

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 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. All notices must be in writing.** Any notice of repairs must be 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 25th of the rental year if they are not living there for the summer. The outcome of any requests for cleaning, painting, flooring, and renovations not agreed upon in writing at the lease signing will be at the sole discretion of the Landlord, but must be made prior to July 25th.
- 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. 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. Tenant must repair and paint walls if walls have been painted or damaged. 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 discretion.
- 8. Sublets:** Tenant may sublet the Premises with written notice to Landlord, including the subletter's name and contact information. Landlord must approve the subletter in writing. At Landlord's discretion, all other Tenants on the lease may also be required to approve the subletter. Landlord will not clean the apartment after the subletter vacates. A \$50 fee applies for subletting or replacing a Tenant. The subletter must pay their own security deposit. Tenant remains responsible for unpaid rent or damages caused by the subletter. The subletter is responsible to the Tenant for rent payments, and the Tenant is responsible to the Landlord. The original Tenant's security deposit will be returned after the lease ends, provided the subletter has met all obligations under 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 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. Parking:** No parking is permitted on lawn or blocking driveways. Cars will be towed without notice that violate this policy.
- 12. Painting:** Tenant may not paint the premises without written permission of the Landlord prior to painting. Painting with unapproved colors, graffiti or writing on the walls will result in loss of Security Deposit.

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. This means you may not watch pets for friends or family members for short or long periods of time. Fish are permitted pets.

14. Emergency Calls: Landlord will only take calls at night and weekends for emergencies such as fire, flood, and no heat. All other issues must wait till the next business day. There will be a \$20 charge to unlock any bedroom or apartment doors.

15. Repairs: Tenants are responsible for repair costs due to damage caused by themselves, their guests, or others, whether through negligence or intent. Tenants must report any preexisting damage (e.g., broken windows or other defects) within 10 days of the Lease start date; such items will be repaired at the Landlord's expense. Tenants are liable for all window damage, regardless of cause, including damage from thrown objects, with payment due on the day of repair. Tenants are also responsible for damage to walls, ceilings, doors, plumbing, flooring, and all other parts of the Premises during the Lease term, regardless of cause. All Tenants are jointly and severally liable for such costs. Repairs must be paid as billed to avoid reducing the Security Deposit. In the event of a burglary or break-in, Tenants must file a police report within 48 hours of the discovery of the incident and provide a copy to the landlord upon request. Failure to file a police report may result in Tenant(s) being financially responsible for damages to the property resulting from the incident, with a minimum charge of \$200 for door and window repairs. The Landlord is responsible only for damage resulting from normal wear and tear.

16. 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 recommended that Tenants carry renters insurance.

17. 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 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. 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 including blinds, shades, or curtains. 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 belongings in the Premises prior to the start date of their lease, or after the end date of their lease, without written permission from Rental Company One. Items left in the Premises before or after the Lease period without permission shall be deemed abandoned property, and Landlord may dispose of them without notice. If Tenant stores their belongings in the Premises outside of the term of the lease, Tenant will be required to pay a storage fee. Permission to store items is at the discretion of Landlord.

19. 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.

20. Parties: The Premises are not to be used for parties or gatherings with more than 10 guests. Beer kegs, drinking game equipment, and similar items are prohibited anywhere on the property, including basements, porches, and lawns, even temporarily. Excessive weight from large parties damages the beams in houses and porches. Violation may result in eviction.

21. 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 or paddles on the walls, may not be displayed in the house.

22. 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.

23. Security Deposit: Tenant agrees to pay the Security Deposit in the amount specified in this Lease. If Tenant fails to comply with any terms of this Lease, Landlord may apply the Security Deposit to any amounts owed, including damages or unpaid rent. Unpaid rent from any Tenant(s) on this Lease may be deducted from the Security Deposit at the end of the Lease term. In the event of a sale of the property, Tenant shall seek the return of the Security Deposit from the new owner. If the total Security Deposit is not paid by the due date, Landlord may, at their option, terminate this Lease. However, failure to pay the Security Deposit on time does not release Tenant(s) from their obligations under this Lease.

24. Return of Security Deposit: If Tenant complies with all terms of the Lease, Landlord will return the Security Deposit, less any unpaid charges. Landlord will send Tenant a form for the return of the deposit, and Tenant must complete and return the form, along with all keys. The deposit will be returned after the end of the Lease term. If keys are not returned, Landlord will charge \$5 per key. Landlord may use the Security Deposit of any Tenant(s) on this Lease to cover damages, cleaning, late charges, or unpaid rent.

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 this 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 for any reason including but not limited to the following: illness, financial difficulties, pandemic, classes being canceled, campus closed, classes being online, college requiring tenant to live on campus, or tenant leaving school. Landlord may use the Security Deposit of any or all Tenants to cover unpaid or late rent owed by any Tenant.

26. Late Fees: All rents paid more than 5 days past the original due dates will incur a \$25 per month late fee. Total rent owed will increase accordingly if individual Tenants pay rent past due date. 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. If any check issued by Tenant is returned due to insufficient funds, or other reasons, Tenant will incur a fee of \$20 per bounced check.

27. Stored Items: Tenant is solely responsible for any items lost or stolen from the Premises during the Lease period. Tenant may not store items past the end of the lease term for any reason. The Tenant has rented the apartment only. The basement, attic, or garage may not be used for parties, storage, or any other purpose. Landlord may remove and discard any items placed in these areas by the Tenant without notice. If equipped with laundry, the basement may be used for that purpose only.

28. Municipal Fines: Tenant is responsible for any municipal fines issued to the Landlord due to Tenant's actions or omissions. If Tenant fails to reimburse the Landlord, the amount of the fine will be deducted from the Security Deposit.

29. Keys and Locks: Tenants may not replace any of the original locks on the bedroom and/or apartment doors. Keys to the apartment are not to be duplicated and/or given to anyone not on the lease. Hasp locks are not permitted on any doors.

30. Building Construction: There may be no construction of any walls, bars, beds, lofts, etc.

31. Plumbing: Tenant is responsible for plumbing bills due to Tenant's negligence. This includes, but is not limited to: freezing pipes due to lack of heating fuel or open windows, and clogged pipes due to flushed items, i.e., toothbrushes, tampons, etc.

32. Air conditioners: Tenants may use window air conditioners; however, they must be removed between October and March to prevent drafts and minimize the risk of freezing pipes if the heat fails. Noncompliance will result in removal charges.

33. Showings: Landlord or agent for Landlord has the right to show the premises to prospective tenants or buyers. Notice will be given to Tenant prior to any potential showings. Showings may occur between 11am-6pm, Monday-Sunday. If Tenant refuses to allow Landlord to show the premises, Landlord may keep the security deposit of all tenants to help cover lost rent.

34. When utilities are included: Tenant shall take efforts to conserve energy. Doors and windows must be closed when apartment is being heated or cooled. Air conditioners may only be running when tenant is present. Space heaters of any type are not permitted. Thermostat must be set no higher than 70°F. Tenants who violate these guidelines will be warned and thereafter responsible for the full cost of the utilities for that month (electric and/or gas bills). Tenants will be charged a \$50 fee for each warning issued for leaving windows or doors open when the outdoor temperature is below 50°F.

35. Wi-Fi: Wifi is not included as part of this Lease. Tenant is responsible for setting up and paying for any Wi-Fi service.

36. Smoking: Smoking is prohibited anywhere within the building. Tenant will be charged any costs to repair smoke damage, odors, or residue. Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and furniture and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted.

37. Pursuant to NYS law, we are required to inform you the building has no sprinkler system.

38. Tenant acknowledges receipt of a copy of this Lease Agreement. Tenant gives permission to Landlord and management company to send copies of any and all notices prepared by Landlord, management company, debt collector, or attorney, including but not limited to: bills, collection letters, and legal notices to Tenant's home address and to the parents of Tenant. Permission is granted to landlord and/or management company to contact parents regarding any damages.

Address: _____

We the undersigned have read and agree to all 4 pages of the Terms and Conditions of this Lease Agreement.

Signature:

Date:

Signature:

Date:
