

Lease Agreement

Edgecliff, LLC
26 Lake Shore Road * Lansing, NY 14882
(607) 592-8623

Tenant Name

Date

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

_____, Landlord, through Edgecliff, LLC, the agent, hereby leases Apartment No. _____, located at 934 Stewart Avenue, Ithaca, NY, to the above named tenant(s) for a term of _____ months, commencing at 12:00 Noon _____ and ending at 12:00 Noon _____.

This lease shall remain in force until the end of the term specified unless sooner termination by the landlord as set forth in this agreement.

The tenant(s) acknowledges that the "Disclosure Regarding Real Estate Relationships" has been explained to them before signing this lease.

The premise shall be used by _____ persons, and no additional persons beyond the number of persons specified above shall occupy said premises, which number is the maximum so allowed by the City of Ithaca or the Town Municipal Code.

The tenant(s) jointly and severally agree to hold the landlord and his/her agents harmless and indemnify the landlord and his/her agents in the event the landlord

or agent is prosecuted by said City or Town for violation of said maximum occupancy restriction by reason of the conduct of the tenant(s).

1. Rent for said period is _____, payable in monthly installments of _____ except as noted in (3), (4), and (5). Rent is due on the FIRST DAY of each month in advance. Please make the rent checks payable to Edgecliff, LLC, c/o Joe Quigley, 26 Lake Shore Rd, Lansing, NY, 14882. Please indicate street address and apartment number on your check.
2. A late charge of \$5.00 per tenant per day is charged for any rent not received by the fifth day of the month. The landlord may, but is NOT REQUIRED to give tenant(s) notice that rent is late and that a late charge is imposed and deducted from the security deposit. A service charge of \$25.00 per check will be made for any bad checks and will also be deducted from the security deposit for said apartment.
3. First month rent is due and payable on or before the first day of this lease.
4. Last month's rent is due and payable at the time the lease is signed in the amount of _____. This can ONLY be applied to the last month of the lease.
5. A security deposit equal to one month's rent is also due when lease is signed in the amount of _____. This deposit shall be refunded within 30 days of the end of the lease term in accordance with the Security Deposit Agreement attached to this lease and made a part of it. Certified Properties of Tompkins County, Inc. is an agent for the landlord. The landlord is responsible for security deposit refunds to the tenant. NOTE: THE SECURITY DEPOSIT CANNOT BE USED AS PAYMENT OF RENT. THIS DEPOSIT IS BEING HELD AT TOMPKINS TRUST COMPANY.
6. UTILITIES:
COOKING GAS – LANDLORD PAYS
ELECTRIC – TENANT PAYS NYSEG
HEAT – LANDLORD PAYS
HOT WATER – LANDLORD PAYS
WATER/SEWER – LANDLORD PAYS

If tenant(s) pay utilities to NYSEG (New York State Electric and Gas Corporation) it is the tenant(s) responsibility to arrange for service to be put in the tenant(s)' name and turned on before the lease begins. (Call 1-800-572-1111)

If tenant(s) is reimbursing the landlord for any utility bill, the procedure is as follows:

- a) Landlord will mail a copy of each utility bill.
- b) Tenant will reimburse landlord the net amount as stated in lease.

- c) Payment is due to landlord within 30 days of the date that the bill is received.
- d) A penalty of \$1.00 per day will be charged for any utility check received after 30 days.

→ Cable television and telephone are to be arranged for and paid by tenant(s) directly with the providers of these services.

- 7. A minimum of \$20.00 will be deducted from the security deposit for each key issued and not returned at the end of the lease. If all the keys are not returned, the landlord may change the locks at the tenant(s)' expense.
- 8. If tenant locks him/herself out of the apartment/house, there is a \$25.00 fee for the landlord or his manager to open the dwelling, payable at the time of opening.
- 9. Tenant **MAY NOT** change locks on doors or install new locks. If tenant requests a change of locks. The landlord will arrange for this service, with cost thereof to be paid by the tenant.
- 10. Tenant may not tamper with, alter or disconnect the power supply of any smoke or heat detection device. A minimum charge of \$50.00 will be made against any tenant who violates this section.
- 11. A minimum charge of \$50.00 will be made should the apartment/house appliances and/or furnishings require cleaning by the landlord at the end of the lease term. The cleaning charge may be deducted from the security deposit.
- 12. If the lease is executed by one or more than one persons as tenants, all persons named shall be bound to the lease terms collectively and individually.
- 13. The apartment/house shall be used as living quarters only for the above-named tenant(s). A charge of \$300.00 monthly will be made for each additional person occupying the premises with tenant(s) for more than five days per month.
- 14. Tenant must obtain the landlord's written permission to assign or sublet the apartment. 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.
- 15. The landlord may terminate the lease agreement for tenant's non-payment of rent or utility charges or for habitual late payment of these or unacceptable or illegal behavior. If the landlord elects to terminate this lease, the tenant(s) must vacate the premises immediately after notification.

16. Tenant(s) will pay for all damages to premises, appliances and furnishings caused by him/herself, his/her guests, or others not under landlord's control.
17. Tenant(s) is responsible for rent as stated in paragraph one (1) above for the full lease term. Installment payments are for the tenant's convenience. Tenants **MAY NOT** withhold rent for any reason. Rent is to be paid in full without any deduction or off-set. If tenant breaches this lease, tenant will also pay the landlord reasonable attorney's fees and cost. Any legal action shall be instituted in the courts of the State of New York and Tompkins County and not elsewhere.
18. At the end of the lease, any property left behind for more than five (5) days will be deemed abandoned and the landlord will not be responsible for it.
19. Tenant(s) is required to maintain adequate heat in the winter to prevent pipes from freezing and to maintain a 55°F thermostat setting to prevent damage during vacation periods. If landlord pays for heat, tenant(s) must keep windows closed during the heating season. Violation will result in a \$25.00 charge per said violation. Any problems with heat must be reported to the Certified Properties of Tompkins County and not elsewhere.
20. Tenant(s) is responsible for damage from wind, rain, snow, or freezing temperatures caused by leaving windows or doors open. Tenant(s) is also responsible for plugging of sewer or drainage pipes and any overflow resulting from actions of tenant or guest.
21. Tenant(s) shall not play musical instruments, radio, TV, or stereo loud enough to be heard by other tenants or neighbors. Tenant(s) agree to respect the rights of his/her neighbors. Tenant(s) may not play music outdoors.
22. Tenant(s) will pay for the use of site dumpster. Tenant(s) agree to abide by any City of Ithaca recycling and garbage regulations. Recycling and garbage containers may be obtained at the Certified Properties of Tompkins County office. Tenant(s) shall be liable for city fines imposed for violations of garbage and recycling rules. Tenant(s) is responsible for maintaining the designated garbage area in an orderly manner. Violations of any provision of this section will result in a minimum charge of \$25.00 for clean up by landlord.
23. No pets of any kind are allowed in the apartment building at any time. Animals found in the apartment/house in violation of this rule will be removed. A minimum charge of \$300.00 will be made for any violation of this covenant.
24. Tenant(s) shall not obstruct or litter halls, stairs, porches, walks or yards. Tenant(s) shall not go out upon roofs of the building for any reason. Waterbeds are prohibited.

25. The landlord or his manager may, upon reasonable notice (if possible), enter the apartment/house for purposes of inspection, repair and maintenance, or to show premises.
26. Landlord shall not be liable for any loss or damage of tenant's property by fire, theft, water, rain or other causes unless due to landlord's negligence. It is suggested that tenant(s) purchase a Tenant Homeowner's Insurance Policy.
27. If landlord is unable to deliver the apartment/house for occupancy at the beginning of the lease term for any reason, he shall not be held liable and rent shall not be owed until the apartment/house is available for occupancy.
28. Apartment is rented in "**AS IS**" condition. Tenant(s) agrees he/she has inspected the apartment/house and finds it satisfactory.
29. If tenant(s) has problems with plumbing, appliances, etc. he agrees to notify Edgecliff, LCC in writing. In an emergency situation, tenant(s) may telephone Edgecliff, LCC (Joe Quigley) at (607) 592-8623.
30. Tenant(s) agree to maintain apartment /house in a neat and clean condition. If this covenant is breached, landlord may give tenant(s) a three (3) day notice to comply. If tenant(s) fails to do so, landlord may enter premises, clean, and charge tenant(s) for said cleaning.
31. 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 apartment building.
32. Major appliances (air conditioners, washer/dryer(s), etc.) not provided by the landlord may not be used without prior written permission from the landlord. Violations of this provision will incur a fine of \$50.00 per month for each violation.
33. Prior approval must be obtained from the landlord for painting walls, furniture, or for making permanent improvements (i.e. bookshelves, loft beds, etc.). Tenant(s) is liable for damage to walls and surfaces marred by plant hangers, nails, tacks, pins, or tape other than small nail holes.
34. Furniture may not be moved to another apartment or used outside of the apartment/house (on porches, in yards, etc.). Tenant(s) must arrange with landlord for removal and storage of unwanted furniture at tenant's expense.
35. Furniture must be returned to rooms where located at start of lease term or charge for moving said items will be deducted from security deposit.

36. Landlord does not provide light bulbs, lamps, window cleaning service, storm windows or screen replacement, window shades, or curtain rods other than those existing in apartment/house at start of lease.

37. Grease, oil, coffee grounds, fibrous material, or feminine hygiene products must not be flushed down toilets or drains. Tenant(s) is responsible for blockage to sewer or drainage pipes and any resulting overflow.

38. This is the entire agreement between the parties. There are no representations of agreements other than the Security Deposit Agreement noted below. Changes in this lease are effective only if in writing and signed by both parties. Tenant agrees landlord may correct typographical errors and/or clerical errors in this lease agreement. A copy of the corrected agreement will be provided to the tenant.

39. Tenant(s) agrees to abide by the Security Deposit Agreement attached to this lease.

40. If any term in this lease is found null or void, it shall not effect the validity of any other term in this lease. Tenant(s) agrees that s/he has had ample opportunity to read this lease, understands its provisions, believes them to be fair and responsible, and agrees to comply with each provision.

41. If tenant(s) moves out prior to the expiration of lease and landlord or manager re-rents the apartment/house, it is the responsibility of the tenant(s) to pay one (1) month's rent.

42. This lease agreement is hereby executed and entered into this _____ day of _____, 20____.

Landlord/Manager _____

Tenant(s):

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LEAD PAINT ADVISORY

“Lead Based Paints” The tenant(s) acknowledges that the landlord and/or landlord’s agent has:

1. Disclosed all known lead-based paint and lead-based paint hazards in the premises and has furnished to tenant(s) any and all reports in the possession of the landlord regarding lead in the premises.

_____The landlord has no such reports (to be initialed by landlord/agent).

_____The landlord has furnished all reports.

2. Furnished a ten (10) day waiting period to the tenant(s) to test the premises for lead-based paint or lead-based hazards prior to the execution of the attached lease agreement.
3. Furnished a copy of a pamphlet entitled “Protect Your Family From Lead In Your Home,” published by the United States Environmental Protection Agency.

Tenant(s):

_____Date _____

SECURITY DEPOSIT AGREEMENT

TENANT AGREES THAT THIS SECURITY DEPOSIT MAY NOT BE APPLIED BY THE TENANT AS RENT, AND THAT THE FULL MONTHLY RENT WILL BE PAID ON OR BEFORE THE RENT DUE DATE OF EVERY MONTH INCLUDING THE LAST MONTH OF OCCUPANCY.

AT ALL TIMES THE LANDLORD IS ENTITLED TO HAVE THE FULL AMOUNT OF THE SECURITY DEPOSIT STATED IN THIS LEASE.

RETURN OF SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. Full term of lease has expired.
2. No damage to property, appliances and furnishings beyond reasonable wear and tear.
3. Entire apartment/house, including range, refrigerator, bathroom, closet and cupboards are clean. All papers and debris must be removed.
4. No stickers, scratches or holes on walls. Small nail holes permitted.
5. No delinquent rents or unpaid charges remaining under the agreement.
6. All keys must be returned.
7. All furniture returned to location as at start of lease.

If any of the above conditions are not complied with, the applicable fine or cost of labor and materials will be charged. The security deposit is returned by check mailed to the tenant(s) forwarding address. This is done within thirty (30) days after delivery of possession of the leases and delivery of keys to the landlord at the end of the term of the lease. The checks are addressed separately to all persons who signed the lease, regardless of whose money was deposited, unless all tenants sign a written letter stating otherwise. There are to be no check "pick-ups" from the landlord/manager. Landlord agrees that, subject to the conditions listed above, the security deposit will be returned in full.

Landlord/Manager _____

Tenant(s):

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