

CORNERSTONE PROPERTIES CORTLAND, LLC

14 Hickory Lane
Cortland, NY 13045
607-756-2921

www.cortlandcollegehousing.com

LEASE AGREEMENT

BY THIS AGREEMENT, made the ____ day of _____, 20__, between CORNERSTONE PROPERTIES CORTLAND, LLC, 14 Hickory Lane, Cortland, NY 13045, LANDLORD, and the below mentioned TENANTS:

PAYMENT SCHEDULE

NAME	<u>SECURITY DEPOSIT</u>		<u>LEASE PAYMENTS</u>		TOTAL DUE*
	<u>PAYMENTS</u>		<u>FALL</u>	<u>SPRING</u>	
	(AT SIGNING)	(BY FEB.1)	(BY AUGUST 15)	(BY DECEMBER 8)	
1.			\$ ____ x ____	\$ ____ x ____	\$ ____ x+x ____
2.			\$ ____ x ____	\$ ____ x ____	\$ ____ x+x ____
3.			\$ ____ x ____	\$ ____ x ____	\$ ____ x+x ____

***Total amount due does NOT include the \$300 security deposit.**

- PREMISES:** Landlord grants, demises and lets to Tenant(s) and Tenant(s) hires and takes from Landlord the Suite# ____ of the building situated at _____ in the City of Cortland, County of Cortland, State of New York, to be used and occupied by Tenant(s) as a place of residence and for no other use or purpose whatsoever. Tenant(s) shall function as a family unit and are jointly and severally liable for damages and rents. It is expressly understood that each Tenant(s) assumes, as joint and several obligation, the payment of the total rent due upon the premises and as set forth herein.
- LEASE TERM:** The term of this lease shall be from August __, 20__ to December __, 20__ and from January __, 20__ to 6:00 PM on May __, 20__. Tenant(s) may occupy the leased premises over winter break with Landlords written permission only and there will be a \$100.00 fee to cover additional heating, electric, and trash removal costs.
- RENTAL AMOUNT:** Tenant(s), jointly and severally, agrees to pay Landlord for the use of said premises, two semesters rent, equaling \$ _____ to be paid in two equal installments. The first, on or before the 15th day of August, 20__. The second, on or before the 8th day of December, 20__. Tenant(s) who request to occupy the residence prior to the start of the lease must get written approval from the Landlord. The early arrival fee is \$25.00 per night/ per Tenant(s) (no exceptions).
It is understood and agreed that in the event that more than one person as Tenant execute this lease, those persons shall be deemed liable jointly and severally for all the conditions, provisions, and covenants of this lease.

4. **SECURITY DEPOSIT:** **Tenant(s)** agree to pay security damage deposit to **Landlord** in the amount of **\$900.00(\$300 each)**, which is to be retained as a security deposit for the **Tenant(s)** faithful performance of this lease. The amount of **\$450.00(\$150 each)** is due on signing and the remaining **\$450.00 (\$150 each)** is to be paid in full on or before the **1st day of February, 2014**. The security deposit shall be returned to **Tenant(s)** within 45 days after the expiration of the LEASE term, provided that the **Tenant(s)** have complied with all conditions and obligations of said LEASE, the premises are left clean and no damage has been incurred. In no event shall this security deposit, or any portion thereof, be applied by the **Tenant(s)** against any semester's rental payment. This deposit shall not be refunded in the event of non-occupancy.

5. **LATE RENT PENALTY:** RENT NOT PAID BY THE THIRD DAY after it becomes due is considered delinquent, and is subject to a late charge of **\$25.00** plus an additional charge of **\$2.00** for each day thereafter that it is unpaid. Tenants waiting for financial assistance will not be subject to prior late charge. Late charges will become applicable if rent has not been paid within one week of financial aid distribution.

6. **RETURNED CHECKS:** **Tenant(s)** agree to pay a penalty of **\$35.00** to **Landlord** for all returned checks.

7. **COST OF COLLECTION:** In the event that it becomes necessary for the **Landlord** to employ an attorney to enforce any of the **Landlord's** rights under this agreement or any law of this state, **Tenant(s)** agree to pay **Landlord** the actual amount of all costs, expenses and attorney's fees incurred by **Landlord** in connection therewith, whether or not suit is filed.

8. **VENUE:** The parties stipulate and agree that Cortland County shall be the venue of any action or proceeding brought to enforce the terms of this Agreement.

9. **ASSIGNMENT:** **Tenant(s)** shall not assign this lease or sublet the premises or any part thereof, without the written consent of the **Landlord**. Upon written approval by **Landlord** a **\$100.00** administrative fee shall be charged per transaction.

10. **USE OF PREMISES:** **Tenant(s)** agree not to violate any state law, statutes, or city ordinance, nor to commit suffer or permit any way to annoy, molest, or interfere with any other occupants of said building; nor to use in a wasteful or unreasonable manner any of the utilities furnished by the **Landlord**. **Tenant(s)** agree to obey all house rules.

Tenant(s) shall take special care that no damage happens to the building or any fixtures or sewage systems therein, in the use of electricity, water, or gas and they shall be liable for all damages occasioned by themselves, their agents, or guests in the commission or omission of any acts causing such damage. **Tenant(s)** shall notify the **Landlord** immediately of any situation deemed hazardous to apartment, building, and/or connecting grounds.

Tenant(s) will furnish own linens, dishes, vacuum cleaner, etc. **Tenant(s)** will not remove any furniture, fixtures, or personal property belonging to the **Landlord**. **Tenant(s)** shall take good care of furnishings, appliances, and mechanical equipment furnished by the **Landlord**. **Tenant(s)** covenant that at the expiration of said term, they will surrender up said premises to the **Landlord** in good condition as now, necessary wear and damage by the elements excepted.

Tenant(s) shall use the premises for residence only and for the parties named herein and **no other persons shall be permitted to use the same for housing accommodations**, nor shall any other use or business be permitted there.

Excessive noise complaints, or behavior deemed contrary to the tenets of this lease, will lead to eviction and loss of all monies.

All of the lands of the **Landlord** upon which the said apartment is situated shall remain subject to control of, and access and use by the **Landlord** at all times, subject to the quiet enjoyment of the **Tenant(s)**.

11. **PARTIES:** Are strictly prohibited. A party is considered a gathering of more than one guest per tenant. No kegs of beer are allowed on the premises. Any violation of this section will be considered a breach of this lease and will forfeit all security deposits and at discretion of landlord an eviction. **Tenant(s)** are responsible for all damages/cleaning that may occur from such gathering. This tenet applies to the use of the suite, common areas, and grounds.

12. **PETS:** No animals of any kind are allowed on the premises at any time.

13. **SMOKING:** Smoking is prohibited in or on premises. FINES WILL BE ASSESSED FOR ALL VIOLATIONS.

14. **UTILITIES:** Water, sewer, electricity, cable tv, internet, and gas shall be furnished at the expense of the **Landlord**. A minimum temperature of 65 degrees Fahrenheit shall be maintained in the interior of the apartment to prevent structural damage.

No electrical heating appliances, mini fridges, or air conditioners shall be allowed.

15. **FURNITURE:** Each suite contains the following items of furniture: Bedrooms: full size bed(mattress, box spring, and bed frame), dresser, desk, and chair. Living rooms: sofa, two chairs or loveseat, coffee table, two end tables, two lamps, and TV stand. Suites with snack-bars will be provided with stools. Suites without will be provided with dining table and three chairs. **No additional furniture, other than nightstand, and/ or chairs will be permitted.** Kitchens include a dishwasher, refrigerator, range, and microwave oven. **Tenant(s)** may not remove any of these items from the suite at any time. **Tenant(s)** are responsible for the furniture within the confines of their assigned bedroom, and all residents of the suite share joint responsibility for the items in the common areas, and will be billed equally for any damages sustained to these items.

16. **ALTERATIONS:** **Tenant(s)** shall not make alterations to the leased premises or redecorate in any way without first obtaining **Landlord's** consent. **THE USE OF DOUBLE SIDED TAPE IS STRICTLY PROHIBITED.**

17. **MAINTENANCE:** **Landlord**, or his agents, shall have the right to enter the leased premises during all reasonable hours to inspect the same or to make repairs or alterations as may be deemed necessary for the safety and comfort of **Tenant(s)**, to verify the tenets of this leases, or the preservation of the leased premises to prospective **Tenant(s)** at any time before the expiration of this lease.

18. **PERSONAL PROPERTY:** All personal property placed in the leased premises, the basement, storage rooms or in any other part of the building, shall be the risk of the **Tenant(s)** or the owner of such personal property. **Tenant(s)** are advised to have Renters Insurance to cover their personal property from damage or loss.

19. **DAMAGES:** **Tenant(s)** shall pay the **Landlord** immediately for any damage occasioned to the building or any part thereof, or any contents of the building by their act of negligence, or the act of negligence of their guest or visitor. If damage is found in any rooms or halls which are used in common by all **Tenant(s)**, and this damage is not identified as the responsibility of any particular **Tenant(s)**, **Landlord** shall have no recourse but to divide the cost or the damages equally upon all **Tenant(s)**.

20. **GARBAGE AND TRASH:** All trash must be placed in dumpster in sealed plastic bags on a regular basis. Recyclables are to be placed in provided bins. **Tenant(s)** who leave garbage outside their suites will be subject to a charge for removal of the items.

21. **PARKING:** Two parking spots will be given per suite. Third parking spot will be available on a first come, first serve basis. **Only vehicles registered with Cornerstone Properties will be permitted in parking lots. ALL OTHER VEHICLES WILL BE TOWED AT OWNERS EXPENSE.** At no time are vehicles allowed on the lawns, driveways, drive lanes, or any unmarked portion of the parking area. Guests must find alternative parking. Vehicles may be parked only in the parking area designated by the **Landlord**.

22. **KEYS:** **Landlord** shall provide the **Tenant(s)** with all keys necessary for the use of the premises. These keys shall be returned to the **Landlord** at the end of the lease. For any keys not returned there shall be a fee of \$35.00 to cover the cost of replacing the corresponding lock.

The covenants and agreements contained in this lease are binding upon and shall inure to the benefits of the parties hereto, their successors, legal representatives and assigns. This lease shall constitute the entire agreement between the parties and may not be altered or terminated orally. **DISCONTINUATION OF ENROLLMENT AT COLLEGE DOES NOT TERMINATE, OR IN ANY WAY EFFECT THE CONDITIONS OF THIS LEASE.**

IN WITNESS WHEREOF, the parties have duly executed this lease as of the day and year first above written.

TENANTS:

OWNER, CORNERSTONE PROPERTIES CORTLAND, LLC

1. _____
2. _____
3. _____

JAMES REENERS

Please take notice that you and the landlord each have certain rights and responsibilities under The City of Cortland Rental Housing Law, a copy of which is available in the City Hall, 25 Court Street, Cortland, New York 13045.

TENANT INFO:
(please print legibly)

NAME _____

CELL PHONE # _____

PARENT NAME/PHONE # _____

EMAIL ADDRESS _____

HOME ADDRESS _____

CAR ? YES or NO _____
CURRENT YEAR IN SCHOOL _____

NAME _____

CELL PHONE # _____

PARENT NAME/ PHONE # _____

EMAIL ADDRESS _____

HOME ADDRESS _____

CAR ? YES or NO _____
CURRENT YEAR IN SCHOOL _____

NAME _____

CELL PHONE # _____

PARENT NAME/ PHONE # _____

EMAIL ADDRESS _____

HOME ADDRESS _____

CAR ? YES or NO _____
CURRENT YEAR IN SCHOOL _____