



## 407 College Ave. Associates, LP

Travis Hyde Properties, LLC. agent for 407 College Ave. Associates, LP ("Landlord"), hereby leases Apartment 3C located at 407 College Ave., Ithaca, NY 14850 to the below-named individuals (collectively "Tenants") commencing at 3:00 P.M. on 6/17/2024 and ending at 8:00 AM on 5/31/2025. Tenant(s) not vacating the apartment by 8 A.M. on the last day of the Lease Agreement will be charged a Holdover Fee equivalent to two times the Rent per day.

### TENANTS:

Jennifer Ai  
Cindy Liang  
Ashley Liu  
Helen Lei

**The above-named Tenants and Landlord hereby agree to the following lease terms (the "Agreement"):**

### TERMS

The total rent due for the above period is \$65880.00, which, for the convenience of the Tenants, may be paid in 12 equal installments of \$5490.00, the first installment due before 6/17/2024 and the remaining 11 due on the first of each month thereafter. **Payments made online at RentCafe by debit/credit card or Electronic Funds Transfer (EFT) with added convenience fees.**

Tenant hereby grants Landlord permission for the following person(s) only, to allow access to Tenant's apartment at any given time. Tenant assumes all responsibility for updating this list with Landlord. Landlord will not be held responsible for Tenant not updating list. Individuals listed will be required to show Photo Identification.

Xuejin Long  
Xuejin Long  
Jia tong Liu  
Jing Shen

- 1. Except as stated above for the amounts due at lease signing and when possession is given, all rent payments are due in full on the 1<sup>st</sup> day of the month.** Tenant agrees to pay the amount equal to 5% of the rent value or \$50, whichever is less, for any balance not received by the Landlord by 5:00 P.M. on the 5<sup>th</sup> day of the month the installment is due. Tenant also agrees to pay the amount equal to 5% of the outstanding balance or \$50. Whichever is less, not received by the Landlord by 5:00 P.M. on the 15<sup>th</sup> day of the month the installment is due. A fee of \$50 will be charged for any check returned for non-sufficient funds, or any other reason to no fault of the Landlord. If Tenant's check is returned after the 5th day of the month the payment shall be considered late. The returned check charge and late fee are immediately due and payable under the terms of this Lease Agreement and are considered liquidated damages for Landlord's bookkeeping expenses. In addition to any other remedy available hereunder, in the event of repeated late payment of rent, upon written notice, Landlord may revoke its permission for rent to be paid in installments, and all remaining rent shall immediately become due and payable.
- 2. Tenants shall pay a security deposit equal to one month's rent** due at the signing of the Lease Agreement to be held as security for the payment of rent and the faithful performance by Tenants of all its obligations in this Lease Agreement. If tenants are unable to pay the security deposit at lease signing, payment is due within 48 hours after signed Lease Agreement is submitted or at Landlord's sole discretion the Lease Agreement may be terminated. The security deposit shall be held in an escrow account at M&T Bank, 118 N. Tioga St., Ithaca, NY 14850 and the Tenant will receive the M&T interest rate less 1%, which the Landlord will receive for administration. Within 14 days after the lease expiration date, the deposit shall be refunded in full, with net interest, provided there is no damage to the

apartment and furnishings; the apartment is left clean; the keys are returned; and all rent and other charges have been paid in full. **The security deposit may not be applied by Tenant to the payment of rent**, but upon termination may be so applied by Landlord in its sole discretion. Although each individual Tenant signing this Lease Agreement may pay his or her share of the total security deposit, all of the payments shall be part of one security deposit. At the end of the lease term, if Landlord properly withholds a portion of the security deposit as allowed by this Lease Agreement to cover repairs, damage, etc., Landlord will return the balance of the security deposit in equal shares to all Tenants; it shall not be Landlord's responsibility to determine which Tenant(s) may have caused the damage resulting in a deduction from the security deposit. **Tenant must provide a forwarding address to Landlord for Security Deposit Returns.**

3. The Landlord may terminate the Lease Agreement with respect to all Tenants for the non-payment of any part of any installment of rent or for unacceptable behavior. Non-payment of a portion of the rent by one Tenant, or unacceptable behavior by one Tenant, therefore, may result in the eviction of all Tenants. The failure to pay the installment of rent due at the time the keys are to be delivered shall be a default, and Tenant agrees that Landlord shall not give possession of the premises (or the keys) to Tenants unless and until the installment is paid in full. **All Tenants are required to have paid in full; Security Deposit, Trash, Internet and All Due rents prior to possession of apartment and keys being issued.** Tenants may not offset any amounts against rent due, and waives the right to assert any counterclaims in an action commenced by the Landlord to regain possession of the premises.
4. Tenants shall make all rental payment in full. Payment or receipt of a rental payment of less than the amount stated in the Lease Agreement shall be deemed to be nothing more than partial payment of that month's account. Under no circumstances shall Owner's acceptance of a partial payment constitute accord and satisfaction. Nor will Owner's acceptance of a partial payment forfeit Owner's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.
5. **If Tenants wish to renew this lease**, a written application must be received by Travis Hyde Properties **no later than September 5, 2024, and a new lease must be signed by tenant(s) within 24 hours of receiving the new lease.** The foregoing notwithstanding, the Landlord has the right in its sole discretion not to offer a new lease to the Tenants or any individual tenant. **Showing(s) of the property or your unit to potential tenants will commence August 1, 2024. Should you renew your unit for an additional year, your unit would be removed from the list of available apartments.**
6. If this apartment has been renewed by one or more person(s) from the previous year, the out-going Tenant(s) are responsible for cleaning of the rooms, common areas and making this unit move in ready for the incoming persons. The Landlord is not responsible for preparing the apartments for the new tenants. The incoming Tenant(s) agree to take the apartment "as is".
7. If the Lease Agreement is executed by more than one person as Tenant, all persons named shall be bound to the lease terms jointly and severally.
8. The Landlord is not responsible for Tenant's property left in the apartment after the end of the lease term.
9. Tenants must obtain the Landlord's written permission in advance to Sublet this apartment. The Tenants named in this Lease Agreement remain responsible for the terms of this Lease Agreement when subletting the apartment to another party. All parties/ roommates involved must sign a Sublease Agreement provided by our office. The original Tenant(s) shall remain liable for any default by the Subletter.
10. The apartment shall be used and occupied by Tenant or Tenants above aforementioned only, as a strictly private dwelling apartment and for no other purposes. The apartment shall be occupied by no more than the legal number of person(s) based on the Property Information Form from the City of Ithaca. If this provision is violated, Landlord shall have the option of terminating this lease on 30 days' written notice, in addition to other remedies set forth in the Lease Agreement or available to Landlord under law. If the Lease Agreement is executed by more than one person as Tenant, all person's names shall be bound to the lease terms jointly and severally.
11. All keys to the apartment, building and mailbox must be returned to the rental office, accurately labeled, by 8:00 A.M. on the last day of the Lease Agreement or a minimum deduction of \$250 will be taken from the security deposit per person to re-key the entire apartment. Duplication of keys by Tenants is not permitted. Tenants may not change locks without Landlord's written permission. A lock-out fee of \$100.00 will be charged to Tenant after office hours and on weekends and holidays. Office hours are 8:30 a.m. to 5:00 p.m. Monday thru Friday.
12. If the apartment is so destroyed, damaged by fire, smoke, water, casualty, or otherwise, or if the apartment or a material portion of the building of which the apartment forms a part, is taken by condemnation, so that the effect of either the casualty loss or condemnation is to render the apartment untenable, both the Landlord and the Tenants are excused from further performance under this Lease Agreement. Landlord shall not be responsible or liable for damage to, or replacement of, or repair of Tenant's property if the premises shall be damaged by fire, smoke, water, the elements, accident, or other casualty. Both parties shall, however, remain liable for any required performance or default that existed prior to the event rendering the premises untenable.
13. Tenants shall comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, and ordinances affecting the premises, shall not store combustible materials in the apartment, and will not permit an open fire in any of the public areas surrounding the apartment.

14. This Lease Agreement is subordinate to all mortgages now or hereafter placed on the property.
15. Tenants will pay for all damages to the property/ premises/ apartment caused by themselves or their guests. Landlord reserves the right to charge a 15% administrative fee, in addition to all damage charges assessed for the Landlord's expense of processing said damages.
16. Tenants are not allowed in mechanical rooms, boilers rooms, electrical rooms, basements, roof tops or trash compactor rooms as may apply to premises defined above. Tenants and Tenant's guest are subject to arrest and/or eviction proceeding for accessing these areas. If any Tenant or Tenant's guest are caught on roof top or side roofs, Tenant(s) will be held accountable and pay for all cost to inspect the roof for damage. Any damage found during this inspection will be charged to the Tenant(s).
17. In addition to the grounds for termination and eviction stated elsewhere in this Lease Agreement, Tenants will be in default of this Lease Agreement upon the occurrence of any one of the following events: (a) failure to pay any installment of rent or any other amount hereunder on the date the same is due. (b) failure to perform or comply with any other agreement, term, or condition of this Lease Agreement. (c) abandonment of the premises (d) any misrepresentation or omission of Tenants to Landlord in connection with this Lease Agreement.
18. Upon any default by Tenants, Landlord may, at its option, terminate this Lease Agreement and/or commence eviction proceedings in accordance with the laws of New York State. The parties agree that in the event of any legal proceedings with respect to this Lease Agreement (such as eviction proceedings), the losing party shall pay to the prevailing party all costs and expenses incurred, including, without limitation, reasonable attorney's fees. In the event of any breach by Tenants, the Landlord shall also recover the reasonable costs of regaining possession and re-renting the Premises, storage fees and repairing and cleaning costs. The rights and remedies in this Lease Agreement are cumulative, not exclusive, and are in addition to any other rights and remedies available to Landlord hereunder, at law, or in equity. If Tenants breach this Lease Agreement, rent for the remainder of the unexpired term becomes immediately due and payable without further demand.
19. Tenants is responsible for the following utilities: All gas and electric utilities as applicable to the Premises, including electricity required to circulate heat/cooling. Tenants are required to sign a third-party notification form at the lease signing to activate utilities with NEW YORK STATE ELECTRIC AND GAS (NYSEG). Landlord will forward this form to NYSEG on Tenant's behalf. **Tenants are required to maintain utility service throughout the term of the lease. Tenants are responsible for contacting NYSEG one week prior to their lease start to verify their account information. It is the Tenant's responsibility to terminate service at the end of the lease.** Any utility charges posted to the Landlords account because of Tenant's failure to transfer service after the start of the lease will be billed to the Tenant and a \$200 per apartment per month fee will be added to pay for Landlord's expenses.
20. **It is the Tenants responsibility to terminate service at the end of the lease. If the service is shut off before the last day of the lease Tenant will be back billed for the outstanding time and there will be a \$200 per month fee to cover Landlord's expenses.** For questions regarding your utilities, you must call NYSEG at 1-800-572-1111. There is a budget plan available to even-out monthly payments.
21. Tenants hereby agree to conserve energy. Tenants are required to maintain thermostat settings high enough to provide adequate heat in the apartment to prevent freezing water pipes. A thermostat setting of **55 degrees F** in all rooms is sufficient to prevent damage during vacation periods.
22. Internet access for Tenants use is \$240 per person per year payable at lease signing. Landlord provides internet service to Tenant(s) through wireless access points or physical connections. This service is designed for personal web browsing, email, etc. Landlord-provided internet service is not meant for constant downloads via peer-to-peer or other file sharing tools. While Landlord will use best efforts to provide constant service, there may be times when the service is unavailable. In order to provide a high-quality experience for all users, **the following rules apply to Internet usage:**
  1. **Tenant shall provide its' own adapter to connect to the Internet.**
  2. **Tenant shall have a current anti-virus program installed and running on any of its' computer equipment in the apartment.**
  3. **Tenant agrees to avoid using file-sharing programs or any other software that degrades internet speed for the building or their apartment unit.**
  4. **Tenant shall not deploy server setups through this Internet Service, including, but not limited to: FTP, SFTP, Mail, and Web.**

Any violation of these rules may result in permanent removal of Internet Service. Tenant agrees that Landlord is not responsible for loss or modification of data or programs. Tenant will make all efforts to assure that access to computer systems and networks is limited to Tenants' use only.

23. Cable television and telephone services are to be arranged and paid for by the Tenants. Tenant shall not install or have installed any satellite TV systems. Landlord has provided the living room area with cable hookup. If you wish to have (or do already have) cable in bedrooms, it will be your responsibility (cost) to activate these points of cable service. Please have the cable company send an installation permission form to us to fill out, if you wish to have additional cable service points installed.

24. There is annual \$175 Trash/Recycling fee per person. **All trash must be bagged in plastic bags and deposited in the designated area.** Tenant(s) leaving trash outside their door will be charged **\$250** per occurrence. Tenants agree to abide by any City or County recycling laws and to pay any fines incurred by their failure to comply with such laws and to indemnify and hold Landlord harmless for any fines it may incur because of the Tenants' failure to comply with this provision.
25. Tenants will pay for all damages to the property/ premises/ apartment caused by themselves or their guests.
26. There shall be no allowance to Tenant for a diminution of rental value and no liability on the part of the Landlord by reason of inconvenience, annoyance or injury to premises arising from Landlord, Tenant or others making any repairs, alterations, additions or improvements in or to any portion of the building or demised premises, or in or to fixtures, appurtenances, or equipment thereof, and no liability upon Landlord for failure of Landlord or others to make any repairs, alterations, additions or improvements in or to any portion of the building or of demised premises, or in or to the fixtures, appurtenances or equipment thereof. During the term of this Lease Agreement and particularly when Tenant vacates the premises, the entire apartment, including the range, refrigerator, other appliances, bathroom, closets, cupboards and floor covering will be clean; there will be no stickers, scratches or holes on the walls except no more than three small nail holes for the hanging of pictures; and all debris, rubbish and discarded items of Tenant shall have been placed in proper containers and removed from the premises. If the premises are not in this condition upon surrender to the Landlord, in addition to any other remedies available to the Landlord, Tenant shall reimburse Landlord for all expenses for labor and materials for cleaning the apartment and restoring it to the condition required by these paragraphs. Any window treatment left by Tenant will become property of Landlord.
27. Tenants agrees to NEVER place or put anything on top of or within 18" of the heaters.
28. If the apartment is equipped with a sprinkler system. Tenants agrees to NEVER hang or attempt to hang ANYTHING from the sprinkler heads. (i.e.: decorations, coat hangers, etc.)
29. **Pets are welcome with written permission of the Landlord as detailed in a separate agreement hereby incorporated into this lease upon request.** Tenant(s) now agrees that Tenant(s) or Tenant's guest will never at any time for any reason have any pets in the Tenant's apartment or on the Landlord's property without written permission of the Landlord. Tenant(s) agrees to pay Landlord as additional rent, \$1,000.00 if at any time a pet is found to be in the Tenant's apartment or on the Landlord's property without permission. This fee is in addition to any other charges owed by the Tenant(s) under the terms of the Lease Agreement. Tenant agrees to notify Landlord if a pet is visiting for any length of time. Tenant agrees to be responsible for any harm or damage caused to people or property as a result of the visiting pet.
30. No waterbeds are permitted on Premises.
31. No tenant shall make or permit any disturbing noises in the building by their family or visitors, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other tenants. No tenant shall play upon, or allow to be played upon, any musical instrument or operate or allow to be operated a phonograph or other stereo equipment, television, or radio in the rented premises between the hours of **10:00 P.M. until 8:00 A.M.**, if the same shall disturb or annoy other occupants of the building. No tenant shall conduct or permit to be conducted, vocal or instrument practice, or give or permit to be given vocal or instrumental instruction.
32. **Tampering with fire alarms, smoke detectors, fire extinguishers or alarm horns is illegal, and offenders will be prosecuted.** Tenant assumes all responsibility to immediately check the smoke detectors upon moving in, then periodically throughout the remainder of the lease period. Should any smoke detector become inoperative at anytime it is the Tenant's sole responsibility to notify the Landlord.
33. **Smoking is not permitted anywhere on the Property.** Tenants shall prohibit smoking by his/her/their household members or guests while on the premises. It is the Tenant's responsibility to inform his/her/their guests of the non-smoking portion of this Lease Agreement. If there is evidence of smoking any product or substance including cigarettes, cigars, hookahs, e-cigarettes, vapes or pipes in an apartment at any time during the lease term, a minimum amount of \$3,500 will be charged to each tenant in the identified apartment to mitigate any/all damages caused by the smoking. **Immediate eviction may occur on a first incident.**
34. There shall be no large parties or parties involving the dispensing of alcoholic beverages from kegs or similar containers on the Premises. Without limiting the meaning of foregoing, Tenant specifically agrees that if more than 20 people, including the Tenants, are inside and/or on the property outside of the Premises, and alcohol is being consumed, such a gathering is considered a large party as relates to this provision. These rules will be enforced by both the Ithaca Police Department and private security officers. Upon violation of this rule and/or the rule involving kegs, and upon written notice to the Tenant, this Lease Agreement may be terminated by the Landlord, in its sole discretion. In addition, if at any time Landlord deems Tenant conduct objectionable and/or in violation of any lease covenants contained herein, and upon written notice to Tenant, this Lease Agreement will be terminated. Objectionable conduct shall include, but is not limited to, destruction of property within or outside the leased premises or loud and disturbing conduct. Notice shall be deemed to be given when deposited in the United States mail.
35. No aerial/satellite dishes shall be erected on the roof or exterior walls of any building.

36. No awning or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to or hung in or used in connection with any window or door of the rented premises without the prior written consent of the Landlord.
37. No Tenant shall alter any lock or install a new lock or a knocker on any door of the apartment. Further, no lock or locks shall be placed upon any door or window either as a replacement, or in addition to those already in place without the consent of the Landlord. If any additional lock or replacement of locks is installed with the consent of the Landlord, the Landlord shall be provided upon installation with a duplicate key to such lock or locks and a duplicate key to such lock or locks so placed at the termination of the tenancy shall remain for the benefit of the Landlord.
38. Tenants shall use the plumbing only for the purpose for which it was designed, and not as a means of disposal for garbage, coffee grounds, or grease of any kind. No foreign object shall be allowed or permitted to be disposed of in the sanitary system. In the event of any stoppage, damage or breakage to plumbing as a result of such forbidden use, Tenant shall be liable for the cost of repair or replacement of such damaged plumbing.

1. Tenants are responsible for shutting off the water to the toilet when the possibility of an overflow is evident. Any water leakage on the floor could potentially leak through to the building floor below your apartment causing damage. Any damage caused because you did NOT turn the water valve off will be charged to you.

2. **How to Turn Off the Water to Your Toilet:**

**Step 1 – Locate the water shutoff valve. It's the line coming out of the wall behind the toilet.**

**Step 2 – There is a knob that turns to open and close the shutoff valve, turn it off, the sound of the water will stop.**

**Step 3 – If it's an older valve that hasn't been used recently it may not move easily, do your best to turn it off.**

**Step 4 – Contact Maintenance Immediately at 607-273-1654.**

3. Tenant is responsible for plunging the toilet(s).
4. Tenant(s) is also responsible for cleaning up any or all water that overflows from the toilet. Any and all damage caused inside Tenant's apartment or any adjacent apartment from overflowing toilet water will be at the expense of the Tenant(s).
5. If Tenant(s) requires a service call from Maintenance to assist with toilet plunging or cleanup of overflowing toilet water such service call will be billed to Tenant at \$50 per occurrence.
6. Landlord offers demonstrations of proper water shutoff and plunging techniques in order to educate Tenant(s) to help aid with any future toilet problems that may occur. Tenant must schedule with Landlord.
7. Tenants are responsible for using a shower liner properly. The liner is to hang inside the tub or shower at all times. The liner is used to stop the flow of water from escaping outside of the shower. Decorative curtains hang outside the tub over the liner and are not meant to stop water from escaping out of the shower.
8. Any water leakage on the floor could potentially leak through to the floor below causing damage. Any damage caused because you did NOT use the liner properly will be charged to you.
39. Tenants shall not interfere with, tamper or replace the electrical wiring or any fixtures or make any repairs or replacements to the plumbing, heating or cooling systems without the specific consent of the Landlord given for that purpose in writing.
40. Tenants shall not interfere with, tamper, replace or attempt to repair the electric hot water heater, heat pump, range, oven, exhaust fans or any other appliance or replacements to the plumbing, heating or cooling systems without the specific consent of the Landlord given for that purpose in writing.
41. Tenants shall make no alterations, decorations, structural changes or additions to or in the apartment, nor make any attachments to the walls, ceilings, floors, doors or any other portions of the apartment by any means whatsoever without first obtaining the written consent of the Landlord.
42. Landlord is not responsible for any damage, theft, vandalism, or cost of Tenant's vehicle at any location chosen by Tenant for parking of such vehicle.
43. Tenants shall keep the premises in a clean and sanitary condition at all times. The common areas should also be kept clean and free from personal belongings, i.e. patios, hallways, laundry rooms, compactor rooms, etc.
44. The Tenant shall not permit any activity in said premises which shall in any way increase fire and/or liability insurance rates of the building nor violate laws or ordinances of any regulatory governmental agency.
45. This unit is pest and bed bug free as of move-in date. In the event of an infestation after move-in, Landlord will conduct an inspection of all adjacent apartments to determine the source of the infestation. Tenant will not be

responsible for the cost of pest removal if it can be demonstrated that the source of the pests was another unit in the building. If resident is found to be the source of pests/bed bugs, requiring treatment, owner will conduct treatment. Resident will be obligated to aid in pest/bed bug treatment, including but not limited to personal furniture removal, clothes cleaning/ storage and any means deemed necessary by extermination company of owner's choice. Any treatment costs incurred relating to pest/bed bugs will be at Tenant's expense and payable upon completion of treatment.

46. Violations of the terms set forth in this lease are, by way of example but not limitation, unacceptable behavior as set forth elsewhere in this lease.
47. Landlord and/or its' agents may enter the premises at all reasonable times and upon reasonable notice to Tenant to conduct inspections, make necessary or desired repairs or improvements, or to show the same to prospective tenants, buyers or lenders. Landlord may also enter the premises when the same appear to be abandoned and for the purpose of placing signs offering the Premises for sale or rent. In an emergency, and as permitted by law, Landlord may enter the premises without prior notice to Tenant.
48. The Landlord shall not be liable for any loss or damage to Tenant's property, whether by theft, burglary, fire, water damage, or other causes. It is recommended that Tenants purchase a Tenant's/ Renter's Insurance Policy.
49. The Landlord may at Landlord's discretion receive and/or sign for packages delivered to Landlord's place of business that are intended for delivery to Tenant. Landlord accepts no responsibility for said packages, either financially or otherwise, and will not be held liable for loss, theft, damage or any other act that may affect Tenant.
50. The Landlord and Management make no representation or warranty concerning safety or security and shall not be held liable to Tenant, his/her invitees, visitors, employees, licensees or agents of the Tenant, for any personal injury, including death, or property damage alleged to have been caused by any act or omission of safety or security by Tenant. Buzzer systems, intercom, entrance staff, closed circuit television and recorders, and building hardware, if any are provided, are offered as a convenience for the Tenant; no safety or security benefit is expressed or implied. The Tenant agrees to defend, indemnify, and save harmless the Landlord from and against any and all liability, damages, expenses, fees, attorney's fees, penalties, actions, causes of action, suits, costs, claims and/or judgments arising from injury to persons or property, occasioned wholly or in part by any act or omission of the Tenant, his/her invitees, visitors, employees, licensees, or agents.
51. In the event of any construction during the term of this Lease Agreement that causes noise, vibration, dust or inconvenience to the Tenant, the Tenant shall not hold the Landlord responsible for any such inconvenience, irritation and/or other damages. Tenant's rent installments or any portion of rent may not be held for the above.
52. If the Landlord is unable to deliver the apartment for occupancy at the beginning of the lease term for any reason, it shall not be held liable for any damages, and the Lease Agreement shall remain in force, but rent shall not be owed until the apartment is ready for occupancy. If, during the term of the Lease Agreement, the dwelling is rendered uninhabitable by fire, accident or any other reasons, landlord shall have 90 days in which to effect repairs during which time rent shall be abated. If repairs cannot be completed within 90 days, this Lease Agreement can be terminated at the discretion of either party in writing.
53. The Landlord agrees to deliver the apartment in good condition. Upon initial receipt of keys, Tenants are fully responsible to inspect the apartment within 48 hours and document all concerns on the Move-In Inspection sheet supplied by Landlord. Tenants are expected to maintain the apartment in the same condition and are responsible for damage to it. Tenants must not make alterations or changes to the walls, plumbing, ventilating, electric or heating systems. A reasonable sum to repair any damage plus 15% added to any bill—shall be paid to the Landlord by the Tenants. Landlord has the right to redecorate the apartment during the last 30 days of the Term in the event the Tenant has removed most or all of Tenant's property.
54. **As the Landlord of «OwnerName1», we want to maintain the apartments in top condition. If you have any difficulty with plumbing, appliances, windows, etc., please call (607) 273-1654 as soon as possible so that repairs can be done promptly. This is especially important for any safety-related problems. Emergency maintenance issues (water, electrical, fire, life safety devices) that are not reported promptly will be charged back to the resident if condition causes damage to the building. TO REPORT EMERGENCY ISSUES CALL THE OFFICE DO NOT SEND AN EMAIL.**
55. The failure of Landlord to require strict performance by Tenant of any provision of this Lease Agreement is not a waiver for the future of any breach of the same or any other provision herein. Landlord's acceptance of rent is not a waiver of any breach by Tenant.
56. The parties waive the right to a jury trial with regard to any dispute arising from this Lease Agreement.
57. Common patio if applicable shall not be used for large gatherings or for parties without the consent of Landlord, and at no time shall Tenants and/or guests be permitted to congregate in the hallways or vestibules of the building.
58. Nothing shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows or balconies, or placed upon the windowsills; and no tablecloths, clothing, curtains, rugs, mops or other articles shall be shaken or hung from any of the windows or doors.
59. Tenants nor Tenant's guests shall not be permitted to play in the public halls or stairways.

60. The laundry appliances, and any other facilities supplied for the use of tenants in common, shall be used in such manner and at such times as the Landlord chooses. Personal belongings should be removed immediately at the end of washing or drying cycles. Landlord is not responsible for lost or stolen articles.
61. No sign advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside or inside of the premises or building without prior written consent of Landlord.
62. Should Tenants install draperies Tenant agrees to have white linings facing the exterior. Where applicable, Tenants agree not to place any items in "greenhouse" of premises that in the opinion of the Landlord are unsightly or otherwise objectionable.
63. If applicable, it is important that you use your kitchen exhaust fan whenever you cook odorous foods, e.g.: cabbage, fish, cauliflower, etc. Bathroom exhaust fans must run during use of the bathroom and also for several minutes after taking a shower or bath. It is the Tenant's responsibility to report if the bathroom exhaust fan is not working. If the bathroom exhaust grill is dirty, fill out a maintenance request. In the event that the bathroom gets mold from not operating bathroom exhaust fan per the above requirements, Tenant will be charged for any mold remediation.
64. Tenant(s) hereby agrees that if apartment has no wall-to-wall carpet Tenant(s) will supply area rugs to cover 80% of the entire apartment (excluding kitchen and bathrooms).

**This Lease Agreement is hereby executed and entered into this day, 9/12/2023.**

**Tenant Signatures & Date:**



**Jennifer Ai**

9/12/23



**Cindy Liang**

9/12/2023



**Ashley Liu**

9/12/23



**Helen Lei**

9/12/23

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**Landlord Agent Signature:**

\_\_\_\_\_

**Kelsey Reed**

\_\_\_\_\_

**Date**