

**LEASE AGREEMENT**

**All Tenants are jointly and severally liable.**

The *Landlord* and *Tenant* agree to lease the below described premises at the rent and for the term stated. The terms and conditions annexed are part of this contract.

*Landlord:* Wilber & Clark Enterprises, Inc.      *Tenant(s):* \_\_\_\_\_  
*Address:* P.O. Box 846 \_\_\_\_\_  
Oneonta NY 13820 \_\_\_\_\_  
Phone: (607)432-1431 \_\_\_\_\_

Premises: \_\_\_\_\_ at \_\_\_\_\_  
Apartment #                      Street name, Oneonta, NY, 13820

Term: \_\_\_\_\_ Date: \_\_\_\_\_  
Beginning: \_\_\_\_\_  
Ending: \_\_\_\_\_

Monthly Rent\*:                      \$ \_\_\_\_\_  
Security and  
Pre-Paid Garbage Removal  
(Pre-paid Laundry Fee where  
applicable):                      \$ \_\_\_\_\_  
Pet Deposit:                      \$ \_\_\_\_\_

Signatures: *Landlord* and *Tenant(s)* have signed this lease as of the date indicated above. Each party acknowledges they have read this contract and understand and agree to each of its terms, including those annexed.

\_\_\_\_\_  
*Landlord*

\_\_\_\_\_  
*Tenant*

\_\_\_\_\_  
*Tenant*

\_\_\_\_\_  
*Tenant*

\_\_\_\_\_  
*Tenant*

\_\_\_\_\_  
*Tenant*

**1. USE:** The apartment must be used only as a private apartment to live in and for no other reason. Only a party signing this lease may use the apartment

**2. RENT; ADDED RENT:** The semester rent must be paid in full prior to the Tenant(s) occupation of the premises. The semester rent is six times the monthly rent. Full semester rent is due June 1 for the following fall semester; spring semester rent is due January 1 for the following spring semester. The *Landlord* may, at his discretion, allow *Tenant(s)* to pay rent on a monthly basis as a convenience to *Tenant(s)*. The *Landlord* may withdraw his permission for monthly payments without cause. His acceptance of monthly payments does not constitute a waiver of his right to collect the entire semester rent. Payment of rent in installments is for *Tenant's* convenience only. The *Tenant(s)* agree that they may not rely on *Landlord's* acceptance of monthly rent. The *Landlord* may cause the *Tenant(s)* to pay the entire semester rent, or any portion thereof, upon three (3) days notice at any time during the lease term.

If *Landlord* accepts monthly rent, the rent payment for each month must be paid on the first day of that month at the *Landlord's* address.

**3. SECURITY:** The security deposit is to be paid when *Tenant* signs this lease. If *Tenant* fully complies with all the terms of the lease, *Landlord* will return the security after the term ends, subtracting the prepaid garbage collection fee and pre-paid laundry fee where applicable.

If *Tenant* does not fully comply with the terms of this lease, *Landlord* may use the security to pay amounts owed by *Tenant*, including damages. Damage to the apartment, fixtures, equipment or appliances supplied by *Landlord* caused by *Tenant's* act or neglect, may be repaired by *Landlord* at *Tenant's* expense. *Tenant*, together with his or her apartment-mates, are completely responsible for the apartment and will be equally charged for all cleaning and repair costs beyond normal wear and tear to the apartment, furniture, equipment and appliances, unless a resident(s) claims responsibility for the damages. In the event that a specific responsible individual cannot be ascertained, all costs for repair will be equally divided amongst all residents of that apartment. The *Tenant* agrees to pay the costs on demand by the management. Charges will be based on rates established by the management. Liability for damage and cleaning will not be limited to the amount of the security deposit. All repairs are to be completed by management staff and/or its agents. All *Tenants* are responsible for damages caused by their guests.

**During the lease term, *Tenant* is responsible for all damage done to the apartment.**

If *Landlord* sells or leases the building, *Landlord* may give the security to the buyer or lessee. *Tenant* will look only to the buyer or the lessee for the return of the security. *Tenant* understands the security deposit, less the garbage collection fee and laundry fee, will be returned at the end of the lease term, if the terms of this lease have been fulfilled and the apartment has been left clean and in good condition, and no damage has been done to the apartment, appliances, etc.

*Tenant* also understands that in the event that damage occurs to common areas including, but not limited to, hallways, stair towers, laundry rooms, etc. and a specific responsible party cannot be identified, it will be the financial responsibility of all the building/complex occupants for the costs incurred to repair said damage.

**4. SERVICES:** *Landlord* will provide the following services: \_\_\_\_\_

Garbage removal will be charged at \$15.00 per month per bedroom. Laundry service for houses or apartments containing non-coin-operated laundry facilities will be charged at \$10.00 per month per person. Stopping or reducing of service(s) will not be reason for tenant to stop paying rent, to make a money claim or to claim eviction.

*Tenant* must pay all applicable utility services used in the apartment and arrange for them with the public utility company. *Landlord* may stop service of the plumbing, heating, elevator, air cooling or electrical systems because of labor trouble, government order, lack of fuel supply, or other causes not under the control of *Landlord*.

*Landlord* may also stop the above services to make necessary repairs. *Landlord* is excused from supplying that service. Service shall resume when *Landlord* is able to supply it.

**5. ALTERATIONS: LANDLORD IS NOT REQUIRED TO DO OR PAY FOR ANY WORK UNSTATED IN THIS LEASE.** *Tenant* must obtain *Landlord's* written consent to install any paneling, flooring, "built in" decorations, partitions, railing or make alterations or to paint or wallpaper the apartment. *Tenant* must not change the locks, plumbing, ventilating, air conditioning, electric or heating systems. If written consent for alterations is given the same shall remain with and as part of the apartment at the end of the term. *Landlord* has the right to demand that *Tenant* remove the approved alterations or installations before the end of the term.

**6. FAILURE TO GIVE POSSESSION:** *Landlord* shall not be liable for Failure to give *Tenant* possession of the apartment on the beginning date of the term. *Landlord* shall notify *Tenant* as to the date possession is available. The ending date of the term will not change. Rent is due at the beginning of the lease term regardless of whether or not possession is available.

**7. ASSIGNMENT AND SUBLEASE, REPLACEMENT:** Any student who finds themselves no

**longer a college student for reasons including, but not limited to, expulsion, suspension or academic dismissal shall be financially responsible for the full term of the lease unless a suitable replacement *Tenant* can be found by the lessee. No *Tenant* shall be released from their obligations outlined in this lease unless the apartment is fully occupied.** At any time during the term of this lease an individual *Tenant* may seek a replacement for him or herself. Said replacement must sign this lease, and is subject to the approval of *Landlord*. In the case of *Tenant(s)* seeking a replacement, one replacement must be found for each individual seeking to vacate the apartment. If a suitable replacement is not found, *Tenant* remains fully responsible for the entire term of this lease. *Landlord* reserves the right to add a suitable replacement *Tenant* to the lease if the current *Tenants* cannot find or provide one of their own. Management reserves the right to hold *Tenant* financially responsible for the cost of rent and deposits of an unregistered or unsigned *Tenant*. *Tenant* may not assign this lease or sublet all or part of the apartment or permit any other person to use the apartment without *Landlord's* consent. If tenant does assign, *Landlord* has a right to cancel the lease as stated in the "Default" section.

#### **8. TENANT'S DEFAULTS AND LANDLORD'S REMEDIES, EVICTIONS:**

The following remedies are additional remedies given to the *Landlord* and do not modify or change the remedies the law currently gives the *Landlord* in the event of a default. *Landlord* may give twenty-four (24) hours written notice to *Tenant* to correct any of the following: 1. Failure to pay rent or added rent on time; 2. Improper assignment of the lease, improper subletting all or part of the apartment; 3. Improper conduct by *Tenant* or other occupants of the apartment; 4. Failure to fully perform other term(s) in the lease. If *Tenant* fails to correct the defaults listed above within twenty-four (24) hours, *Landlord* may cancel the lease by giving *Tenant* a written three (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 *Tenant* must leave the apartment and give *Landlord* the keys to same. *Tenant* continues to be responsible for rent, expenses, damages, and losses. Such persons will remain financially responsible for the complete term of the lease unless the lessee can find a suitable replacement *Tenant*. Failure to vacate the apartment upon management's request will result in the use of attorney's for such action at the total cost of the *Tenant*. *Tenant* assumes responsibility for all reasonable attorney's fees and collection fees.

If the lease is ended or *Landlord* takes back the apartment, rent and added rent for the unexpired term become due and payable. *Landlord* may re-rent for a lower rent and give allowances to the new *Tenant*. Any rent received from the re-renting shall be applied to the reduction of money *Tenant* owes.

**9. PARTIES:** At no time shall the total number of people in the apartment exceed twenty (20). Beer kegs and beer balls are not permitted on the property at any time, including in the apartment. **No fraternity or sorority parties, no pledging or hazing activities of any kind are allowed on the premises.**

**10. LIABILITY:** *Landlord* is not liable for loss, expense, or damage to any person or property. *Tenant* must pay for damages suffered and money spent by *Landlord* relating to any claim arising from any act or neglect of *Tenant*, including attorney fees. *Tenant* is responsible for all acts of *Tenant's* family, employees, guests or invites. *Tenant* is responsible for insuring *Tenant's* belongings.

**11. FIRE, ACCIDENT, DEFECTS, DAMAGE:** *Tenant* must give *Landlord* prompt notice of fire, accident, damage or dangerous or defective condition. *Landlord* shall have the right to decide which part of the apartment is usable. *Landlord* is not required to repair or replace any equipment, fixtures, furnishings or decoration unless originally installed by *Landlord*. *Landlord* is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under *Landlord's* control. If fire or other casualty is caused by an act or neglect of *Tenant* or guest of *Tenant*, then all repairs will be made at *Tenant's* expense and *Tenant* must pay the full rent with no adjustment. *Landlord* has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty. *Landlord* may cancel this lease within thirty (30) days after the fire or casualty by giving *Tenant* notice of *Landlord's* intention to demolish or rebuild. The lease will end thirty (30) days after *Landlord's* cancellation notice to *Tenant*. *Tenant* must deliver apartment to *Landlord* on or before the cancellation date in the notice and pay all rent due as of that date. If the lease is canceled, *Landlord* is not required to repair the apartment or building.

**12. TENANT'S DUTY TO OBEY RULES AND REGULATIONS:** *Tenant* will comply with any reasonable rules adopted by the management, with notice, for the safety, care, and cleanliness of the apartment, as well as the quiet, safety, comfort and convenience of the tenants. All rules and policies are subject to change.

The failure of management on one or more previous occasions to take any action against a resident for violation of, or to insist upon the strict performance of, any of the terms of this Rental Agreement shall not prevent a subsequent act of *Tenant* of a similar nature from being in violation of this agreement.

**13. CONDEMNATION:** If all of the apartment or building is taken or condemned by a legal authority, the term, and *Tenant's* rights shall end as of the date the authority takes title to the apartment or building. If any part of the apartment or building is taken, the *Landlord* may cancel the lease on notice to tenant. The notice shall

set a cancellation date not less than thirty (30) days from the date of the notice. If the lease is canceled, *Tenant* must deliver the apartment to *Landlord* on the cancellation date together with all the rent due to that date. The entire award for any taking belongs to *Landlord*. *Tenant* gives *Landlord* any interest *Tenant* may have to any part of the award. *Tenant* shall have no claim for the value of the remaining part of the term.

**14. LANDLORD MAY ENTER, SIGNS:** *Landlord* may, at reasonable times, enter the apartment to examine, make repairs or alterations, and to show possible buyers, lenders, or *Tenants*. Management reserves the right to inspect an apartment without notice necessary for maintenance, safety, security, and management of the complex.

**15. SUBORDINATION:** This lease and *Tenant's* rights are subject and subordinate to all present/future: (a) leases for the building or the land on which it stands, (b) mortgages on the lease, the building or the land, agreements security money paid or to be paid by a lender, and (c) conditions, renewals, changes of any kind and extensions of the mortgages or leases or subject and subordinate. *Tenant* authorizes landlord to sign these certificates for tenant.

**16. WAIVER OF JURY, COUNTERCLAIM, SET OFF:** *Tenant* and *Landlord* waive trial by a jury in any matter which comes up between the parties under or because of this lease (except for personal injury or property damage claim). In a proceeding to get possession of the apartment, *Tenant* shall not have the right to make a counterclaim or set off.

**17. NO WAIVER, ILLEGALITY:** *Landlord's* acceptance of rent or failure to enforce any term in this lease is not a waiver of any of *Landlord's* rights. If a term in this lease is illegal, the rest of this lease remains in full force.

**18. LANDLORD UNABLE TO PERFORM:** If due to labor trouble, government order, lack of supply, *Tenant's* act or neglect, or other causes, *Landlord* is delayed or unable to (A) carry out any of the *Landlord's* promises or agreement, (B) supply any service to be supplied, (C) make any required repair or change in the apartment or building, or (D) supply any equipment or appliances, this lease shall not be ended or *Tenant's* obligations waived.

**19. END OF TERM:** Any items or personal belongings left on the premises after the termination date of the lease will be considered abandoned and will be disposed of. Landlord shall not be held responsible for any items left in an apartment after the termination of the lease. *Tenant* will be held financially responsible for the removal of such items from the apartment.

**20. CONDITION "AS IS":** *Tenant* has inspected the apartment and building. *Tenant* states they are in order and repair and takes the apartment "as is".

**21. LANDLORD'S CONSENT:** If *Tenant* requires *Landlord's* consent to any act and such consent is not given, *Tenant* agrees not to make a money claim against *Landlord* or subtract any sum from the rent because consent was not given.

**22. LEASE BINDING IN:** This lease is binding on *Landlord* and *Tenant* and those that lawfully succeed to their rights or take their place.

**23. LANDLORD:** *Landlord* means the owner, or the lessee of the building or a lender in possession. Any acts *Landlord* may do may be performed by *Landlord's* agents or employees.

**24. LATE FEE:** Each monthly rent installment is due and payable on the first (1st) day of each month. Any rent not paid by the tenth (10th) day of the month will be subject to a twenty-five dollar (\$25.00) late fee. Any rent not paid by the thirtieth (30th) day of the month will be subject to a fifty dollar (\$50.00) late fee. Late fees will continue to increment at a rate of twenty-five dollars (\$25.00) added each fifteen (15) days. Late fees are assessed at these amounts on a "Per person" basis.

**25. HEAT:** The temperature of the apartment must be maintained at a minimum temperature of fifty (50) degrees or the *Tenant* will be made liable for any resulting damages such as ruptured pipes, etc. Where *Landlord* provides the heat, windows and doors must remain closed during cold weather.

**26. OUTSIDE AREAS:** Bar-b-que grills are to be used no closer than twenty (20) feet from any building. Bar-b-queing on balconies is against all local fire codes and is prohibited. Cooking grease is to be properly disposed of. No one is permitted on any building roof.

**27. PETS:** Pets are allowed only with the written consent of the *Landlord*. Consent for *Tenant* to have a pet is considered by *Landlord* on a case by case basis. Consent can be withdrawn by *Landlord* at any time during the term of this lease. *Tenant* must pay a pet deposit of \$200.00 per dog and/or \$100.00 per cat on or before the date that the pet begins residing in the apartment.

**28. CHANGES:** This lease may be changed only by an agreement in writing signed by and delivered to each party.

**29. PARAGRAPH HEADINGS:** The paragraph headings are for convenience only.

**30. REPRESENTATIONS:** *Tenant* has read this lease. All promises made by *Landlord* are in this lease. There are no others.

**31. CREDIT CARD:** *Tenants* will be charged a 5 % credit card processing fee.

**32. THERMOSTAT:** There will be a \$500.00 fee per tenant for tampering with the lockbox on the thermostat.

**33. RETURNED CHECKS:** There will be a \$25.00 service charge for all returned checks and you will be subject to late fees.