

**LEASE AGREEMENT**

DATED: \_\_\_\_\_

BETWEEN: Marc A. Pace ("Landlord") and

TENANTS: \_\_\_\_\_ , \_\_\_\_\_ ,  
("Tenants") \_\_\_\_\_ , \_\_\_\_\_ ,  
\_\_\_\_\_ , \_\_\_\_\_ ,  
\_\_\_\_\_ , \_\_\_\_\_ ,

1. **LEASE AGREEMENT ("Agreement")**: The parties hereto mutually agree and covenant as follows:

A. Landlord lets and the Tenants hire from Landlord the premises known as \_\_\_\_\_, Cortland, New York 13045.

B. The term of the Agreement shall be for two college semesters: Fall 20\_\_\_\_ and Spring 20\_\_\_\_, and for the duration of the terms the premises are to be used and occupied by the Tenants upon the condition and covenants contained herein as well as the rules and regulations appended hereto.

C. The Tenants shall pay to Landlord, his agents, representatives and employees, at such place or places as is designated by Landlord, for the use and rent of the premises, the annual rent of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as follows:

1) Tenants hereby agree to pay Landlord for the use and rent of said premises in three (3) installments.

a) First installment shall be the deposit in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to be paid on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_;

b) Second installment shall be for the Fall semester in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to be paid on or before the \_\_\_\_ day of \_\_\_\_\_ 20\_\_;

c) Third installment shall be for the Spring semester in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to be paid on or before the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

All payments due hereunder must be paid in full by the due date or an interest/penalty charge of two percent (2%) per month of the unpaid balance will be charged.

2) The Tenants, upon paying said rent as herein set forth, shall be entitled to take possession of the premises no sooner than the weekend before classes begin at SUNY Cortland and last no longer than one (1) day after the semester's end.

2. **ASSIGNMENT, SUBLEASE AND IMPROVEMENTS:** Tenants shall not assign this lease or sublet the premises, or any part thereof, or use or permit the use of the premises, or any part thereof, for any purpose other than that above stated; or make any alterations therein or additions thereto, without the written consent of Landlord. All additions, fixtures or improvements made by the Tenants, except movable household furniture, become the property of Landlord and remain on the premises as part thereof, and are surrendered with the leased premises at the termination of this Agreement.
3. **RISK OF LOSS:** All personal property placed in the premises or any other part of the building shall be the risk of the Tenants or owner of such property. Landlord shall not be liable for any loss or damage to such personal property or for any injury to Tenants or others arising from any active negligence of any co-tenant, occupant of the building, or any person other than Landlord, his agents, representatives and employees.
4. **UTILITIES:** The Tenants shall have responsibility for paying electric utility charges used in connection with the premises rented. Landlord shall provide, during the proper seasons, sufficient apparatus for heating, and hot and cold water. In the event the heating apparatus or electrical equipment shall need repair or become unserviceable and it should become necessary, in the determination of Landlord, to reduce or stop the production of heat and/or the use of electricity, Landlord shall have reasonable time, after notification, to determine the cause and have the same repaired without any liability to the Tenants for inconvenience.
5. **DESTRUCTION OF PREMISES:** In the event the leased premises are destroyed or rendered untenable by fire, storm, earthquake or other casualty not caused by negligence of the Tenants, the Tenants shall notify Landlord immediately and this Agreement shall be at an end from such time except for the purpose of enforcing rights that may have accrued hereunder. The rental shall then be accounted for between Landlord and Tenants up to said day and Landlord will refund the rents collected beyond such date. Should a part of the leased premises thereby be rendered untenable, the rental shall abate in proportion which the injured party bears to the whole leased premises, and such part so injured shall be restored by Landlord as readily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
6. **DELIVERY OF POSSESSION:** In the event possession cannot be delivered to Tenants on commencement of the lease term, through no fault of Landlord, his agents, representatives or employees, there shall be no liability on Landlord or his agents, representatives or employees, but the rental herein provided shall abate until possession is given. Landlord, his agents, representatives and employees shall have fifteen (15) days in which to give possession and if possession is tendered within such time, Tenants agree to accept the leased premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord, his agents, representatives or employees, then this Agreement and all rights hereunder shall be at an end.
7. **DEFAULT:** The prompt payment of the rent per semester in advance as specified, the performance of all other promises contained herein, and the faithful performance of all the rules and regulations attached hereto and made a part of this Agreement are required. Any failure on the part of the Tenants to comply with the provisions of this Agreement or any rules or regulations herein contained shall, at Landlord's option, work a forfeiture of this Agreement and all of Tenants' rights hereunder, and thereupon Landlord, his agents, representatives and employees, shall have the right to re-enter the leased premises and remove all such persons therefrom.

7. *Default cont'd*

- A. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions, promises or covenants herein contained, including the collection of rentals or gaining possession of the premises, Tenants agree to pay all expenses so incurred including reasonable attorneys fees.
8. **RIGHT OF ENTRY:** Landlord, his agents, representatives and employees, shall have the right to enter the leased premises during all reasonable hours to make repairs, additions, inspect, or to make alterations as may be deemed necessary for the safety and comfort of Tenants, or for the preservation of the leased premises or building; to exhibit the leased premises, and to put and keep upon the doors and/or windows thereof a notice indicating that such premises are for rent, at any time before the expiration of this Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, cleaning and maintenance as provided which do not conform to this Agreement or to the rules contained herein.
9. **MAINTENANCE AND DAMAGES:** Tenants agree to maintain the leased premises in the same condition, order, and repair as the premises are at the commencement of the lease term, excepting only reasonable wear and tear arising from the use thereof under this Agreement, and to make good to Landlord, immediately on demand, any damage to the heating or water apparatus or electric lights or wires, or any fixtures, appliances or appurtenances of the leased premises, of the building caused by act or negligence of Tenants or any person or person on the premises with the consent or under the control of Tenants. Should the Landlord deem, upon inspection, the Tenants are failing to maintain the premises, including common areas, in a clean and orderly manner, Landlord shall have the right to enter and remedy the defective condition and deduct from the security deposit the reasonable and necessary charges and expenses for the same.
10. **TERMINATION:** If the said premises, or any part thereof, shall become vacant during the said term, or should the Tenants be evicted by summary proceedings or otherwise, Landlord, his agents, representatives and employees may re-enter the same, either by force or otherwise, without being liable to prosecution therefore; and re-let the said premises as the agent of the said Tenants and receive the rent thereof, applying the same, first to the payment of such expenses as Landlord may be put to in re-entering and then to the payment of the rent due by up to said time, the balance (if any) to be paid over the Tenants who shall remain liable for any deficiency.
- A. The said Tenants hereby expressly waive the service of any notice in writing of intention to re-enter.
- B. If the Tenants shall file a petition in bankruptcy or be adjudicated a bankruptcy or make an assignment for the benefit of creditors to take advantage of any insolvency act, Landlord may, if he so elects, at any time thereafter terminate this Agreement and the term thereof, upon giving to the Tenants five (5) days notice in writing of his intention to do so, and upon giving such notice this Agreement and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in this Agreement for the termination or expiration thereof.

- 11. **SECURITY DEPOSITS:** The Tenants shall on this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ deposit with Landlord the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as security for the full and faithful performance by the Tenants of all of the terms and conditions upon the Tenants' part to be performed, which said sum shall be returned to the Tenants after the time fixed as the expiration of the term herein, provided the Tenants have fully and faithfully carried out all of the terms, covenants and condition on their part to be performed.
- 12. **NONWAIVER:** Landlord failure to take advantage of any default on the part of the Tenants shall not be construed as a waiver thereof, nor shall any custom or practice that may arise between the parties in the course of administering this instrument be construed to waive or to lessen the right of Landlord to insist on performance of the provisions herein.
- 13. **SUCCESSORS:** Unless otherwise stated, this Agreement is binding on all parties who lawfully succeed to the rights of or take the place of the Landlord or Tenants.
- 14. **MODIFICATION:** This Agreement cannot be verbally or orally modified by the parties hereto in any manner or form.
- 15. **JOINT AND SEVERAL LIABILITY:** It is expressly understood by the Tenants that where the subject premises is rented to two (2) or more Tenants each Tenant assumes, as a joint and several obligation, the payment of the total rent due upon the premises and as specified herein.
- 16. **QUIET ENJOYMENT:** Landlord agrees that if the Tenants pay the rent as required under this Agreement and are not in default on any of the terms of this Agreement, the Tenants may peaceably and quietly have, hold and enjoy the premises for the term of this Agreement.

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

**LANDLORD:**

By: \_\_\_\_\_

**TENANTS:**

By: \_\_\_\_\_ , \_\_\_\_\_ ,

\_\_\_\_\_ , \_\_\_\_\_ ,

\_\_\_\_\_ , \_\_\_\_\_ ,

\_\_\_\_\_ , \_\_\_\_\_ ,

## APPLICABLE RULES AND REGULATIONS

1. Tenants shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Governments, and any and all of their Departments and Bureaus applicable to said premises.
2. Tenants and their guests shall maintain order in the building and shall not make or permit any improper noises in the building or interfere in any way with the other tenants, neighbors and/or City ordinances. Violations will, at the option of Landlord, void this Agreement.
3. The sidewalks, entry passages, halls and stairways shall not be obstructed by the Tenants or used by them for any purpose other than that of ingress and egress, and shall be maintained in a clean and orderly manner. Should Landlord determine that any of the premises, upon inspection, are not being maintained in a clean and orderly manner, he may enter to make all necessary repairs, cleaning and maintenance and the Tenants shall reimburse Landlord for all reasonable and necessary expenses incurred by him, including labor charges.
4. The front porches are not common property for all Tenants and each Tenant's use of the porches must be limited to the portion directly in front of his or her apartment.
5. ~~The Tenants are solely responsible for the removal of snow and ice on the sidewalks, porch, and stairs during the winter months. The Tenants shall promptly remove all such snow and ice as needed.~~ *mol.*
6. The Tenants are solely responsible for the removal of all garbage and rubbish from on and about the premises. Should the Tenants fail to remove all garbage and rubbish Landlord shall be entitled to do the same and hold the Tenants liable for the reasonable and necessary expenses in so removing.
7. Dogs, cats and other pets or birds are strictly prohibited on or in the premises, nor shall any Tenant permit or cause others to keep or have pets on or in the premises.
8. The floors and all skylights and windows that reflect or admit light into any place in the premises shall not be covered or obstructed by the Tenants.
9. The Tenants and occupants must observe strict care not to leave any windows or doors open when it rains, snows, or when the temperatures go below 69 degrees, and for any default shall make good any injuries sustained by Landlord through loss of heat, damage to paint and/or plastering, or damage to other parts of premises.
10. No tenant shall do or permit anything to be done to said premises, or bring or keep anything therein, that will interfere with the rights of other Tenants or in any way injure or annoy them, or conflict with any of the rules or ordinances of the local health department. Fire escapes are just that, fire escapes, and are not means of entry or exit from an apartment.
11. All glass, shades, blinds, curtains, curtain rods, weather stripping, locks, and trimmings in or on the doors and windows belonging to the premises shall be kept whole, and whenever any part thereof shall be broken that part shall immediately be replaced or repaired to the satisfaction of Landlord; and shall be left in the same number in kind and with the same kind of keys as received by the Tenants on entering into possession of the premises.
12. Tenants, at the termination of this Agreement, must return all keys to Landlord.

13. Tenants agree to have no more than \_\_\_\_\_ (\_\_\_\_\_) number of persons occupying the premises at any time. Should Tenants have more than this number of persons occupying the premises Landlord shall be entitled to adjust the rent amount accordingly.

**14. THE TENANTS SHALL NOT:**

- (a) Tamper with any thermostat in any way;
- (b) Allow heaters of any kind (gas, oil, kerosene, electric, wood, coal, etc.) in or on the premises. Should any Tenant, or person upon the premises with the consent or under the control of any Tenant, use any other heat source than provided by Landlord that Tenant will be evicted. If any damage or injury of any kind should occur to the premises from the use of other heat sources the Tenants shall be fully responsible and liable for the damage;
- (c) Burn candles or smoke cigarettes anywhere in or on the premises;
- (d) Allow any lights in halls in corner areas to go unrepaired for any length of time for any reason. The Tenants shall replace all light bulbs in such lights immediately or notify Landlord immediately should the lighting fixture need repair;
- (e) Cover any heat ducts or cold air returns in any manner;
- (f) Use any abrasive cleaning agents;
- (g) Allow the use of water beds by any Tenant or other person upon the premises;
- (h) Have more than ten (10) wall hangings (posters, pictures, banners, etc.) per room. Hang posters by thumbtacks. Tenants shall not use tape, double-faced tape, nails, straight pins, or stick patches of any kind, in any manner in or on the premises. Do not use thumbtacks or nails on any doors or door casings, or any windows or window frames;
- (i) Allow the use of any dart boards on the premises;
- (j) Do any mechanical work on cars or motorcycles, such as jacking up the car, oil changes, etc. anywhere upon the premises;
- (k) Allow the use of any weights or dumb bells upon the premises.

By: \_\_\_\_\_ , \_\_\_\_\_  
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\_\_\_\_\_