

LEASE AGREEMENT

I. LEASE TERMS AND RENT AMOUNT

In consideration of the rent herein reserved and of the covenants herein contained and by the Tenants to be performed, the Owner and the Landlord, named as follows:

Owner: Rama Hoetzlein 416 South Aurora St. 408-203-1446

Landlord: Lawrence Hoetzlein 3480 County Rte 8, Montour Falls 607-546-8484

Do lease to the Tenant, named as follows:

Tenant Name: _____ **Date of Birth:** _____

Tenant ID #: _____ **Type of ID:** Driv.Lic SS Card Passport Other _____

Tenant Phone: _____ **Tenant E-mail:** _____

The unit located at:

Location of Unit: 416 South Aurora Street, Ithaca, NY 14850

Unit Number (Floor): #1 _____ #2 _____ **Room Number:** #1 _____ #2 _____ #3 _____

For the term from: **Starting Date** _____ **Ending Date** _____

Month-to-Month?: Yes _____ No _____

commencing at noon on each date, unless terminated sooner, which must be approved in advance and in writing by landlord. No tenant may stay beyond the term of this lease unless approved in writing. Rent for said term is:

Monthly Rent: \$ _____ per month **Parking Fee:** \$ _____

with commencement of use of premises upon payment of first month rent and security deposit:

First Month Rent: \$ _____

Security Deposit: \$ _____

II. GENERAL TERMS

1. USE AND OCCUPANCY. The premises are to be used only as the private residence of the tenant listed herein, and may not be used for other purposes. The tenant agrees to notify the owner/landlord of additional family occupants within 30 days of occupancy.

2. HEALTH NOTICE. This property is part of the South Hill site evaluation which conducted soil vapor measurements in 2008. **NOTIFICATION OF TEST RESULTS: The property has been tested for contamination of indoor air: test results and additional information are available upon request.** This property has been equipped with a sub-slab depressurization system to mitigate soil vapor intrusion and is maintained by the NYS Dept. of Health. Reports note that: **none of these compounds were detected in the basement indoor air sample.** (Immediate Soil Vapor Investigation and Vapor Intrusion Summary Report, Axiohm OU2, p.19). Ask the owner/landlord if you have additional questions or request more information.

3. RENTS. Monthly rent is due in full on the 1st of EACH MONTH, by check or money order, made payable to:

Rama Hoetzlein
3480 County Route 8
Montour Falls, NY 14865

Rents may also be paid via online services such as Venmo, for which the tenant is still fully responsible.

Do not place checks in the mailbox at 416 S. Aurora as they are not picked up. Rents will be considered late on the 5th day after the due date, and incur a LATE FEE of \$25.00 per incident. Partial first or last months of rent will be pro-rated. Additional charges, payable as part of rent, may be added to rents based on fees including parking, late fees or other fees.

4. MONTH-TO-MONTH LEASES

The Tenant may choose a month-to-month lease. This allows for the flexibility of leaving at any time without a long-term obligation (see the next section). Unlike full term leases, Tenants with month-to-month leases are not required to find a replacement tenant. However, we may continue to show the apartment to prospective tenants, and may end your month-to-month lease if we find a full term tenant. Either the Tenant or the Owner/Landlord can terminate a month-to-month lease, for any reason, by providing one month advance notice.

5. EARLY TERMINATION. The Tenant is responsible for rents covering the **full period of the lease**. When seeking early termination for legal reasons (e.g. military duty), the tenant must provide 30-day notice prior to vacating. Otherwise, the tenant may choose to reside elsewhere, but is still considered a Tenant bound to this lease agreement and period, including payment of rents. Tenants may be released from this lease, by written agreement with the Owner/Landlord, if they are able to find a suitable replacement tenant, but are still responsible for rents prior to occupancy of the replacement tenant. Any other arrangements require specific written agreement with the Owner.

6. SECURITY DEPOSIT. A cleared security deposit is required to secure this lease and your room, and we will continue to show prospective tenants prior to this. Cancellation prior to your move-in date, or within the first month, will cause the security deposit to be non-refundable. See Sec 17 below. The landlord shall deposit and hold this amount in the Community Bank N.A., located at 200 East Buffalo St, #101b, Ithaca, NY 14850. The tenant may not apply the security deposit to the last month's rent or to any other sum due under this agreement, unless by written agreement with the owner/landlord. Within 21 days upon vacating the premises, the landlord shall provide an itemized statement of reasons, and dollar amounts, for any portion of the security deposit withheld. Return of security deposits may be reduced based on 1) damage to premises beyond ordinary wear and tear, 2) remedy to defaults in payment of rents, 3) other damages to premises or property caused by tenant.

7. SUBLETTING. The Tenant will not sublet any part of the premises or assign this agreement without the prior written consent of the Owner. If the tenant sublets or assigns this lease without permission, the owner/landlord has the right to terminate this lease agreement. Tenant must get written permission for each approved sublet duration. The assignee or sub-tenant does not become the Landlord's tenant. The Tenant is still bound to this agreement, and is responsible for acts and neglect of sub-tenant.

8. UTILITIES. The owner/landlord shall provide the owner utilities as indicate here.

Owner Utilities: ☒ Water & Sewer ☒ Wi-Fi
 ☒ Washer & Dryer ☒ Trash Pickup (City of Ithaca)

The Tenant shall pay for non-included **Tenant utilities**, indicated here, on a monthly basis with rents. Utilities shall be determined by usage and paid directly to the Landlord along with rents.

Tenant Utilities: ☒ Furnace ☒ Electricity ☒ Gas

* Furnace only applies to first floor tenants (Unit #1) as the second floor (Unit #2) is heated by baseboard electricity.

9. TRASH & RECYCLING

Each floor (unit) is responsible for placing trash and recycling bins on the curb on trash nights. The City of Ithaca collects trash **weekly on Thursday morning at 6am**, and can be placed out on Wednesday night. Large bins are located by the garage, which can be filled with up to 3x regular (13 gal) kitchen bags. Recycling is picked *every other week*. You pay for trash pickup with City of Ithaca **trash tags** which can be purchased locally at most supermarkets. We provide each unit with information sheets for more details on trash and recycling.

10. NO SMOKING, PET POLICY.

This is a **non-smoking** household and grounds. Smoking of any kind (including vaping) is not allowed inside or outside. No pets are allowed, but may visit your unit briefly if acceptable to other tenants. This is a strict policy as we offer housing to tenants that may be especially sensitive to smoke or have allergies.

11. PARKING. We have two parking spaces available to tenants for an additional \$50 per month. Guests may park short-term overnight, for one or two nights, without having to contact the Landlord. For visitor parking longer than two nights contact the Landlord to request permission or arrange for paid parking. Vehicles are checked for authorized parking on a regular basis.

12. REPAIRS. The Landlord shall repair damages to plumbing, heating and electrical systems in a timely manner. The Tenant agrees to take good care of the premises, furniture and fixtures. Additional fees may be charged with rents in the event that damages are due to neglect or actions by the Tenant, and are not repaired by the Tenant. Fees paid prior to the end date will not contribute to reduction of security deposits.

13. ALTERATIONS. The Tenant must use removable double-stick tape or adhesive hanging devices – NO tacks or nails – for paintings, posters or decorations in the premises without seeking permission. For any other alterations, including painting or wall-attached shelving, the Tenant must seek written approval from the Owner/Landlord. If consent is given, it may include terms that require restoring the unit to its original state (e.g. repainting). The Tenant agrees not to alter plumbing, fixtures, ventilation, air conditioning, electrical or heating systems in any way. Smoke detectors and alarms may not be tampered with, deactivated or altered.

14. FIRE PREVENTION. The premises shall be equipped with Smoke Detectors and CO2 alarms as required by law in each bedroom and common area. The Landlord shall ensure that detectors remain in working condition, and perform battery checks. The Tenant shall notify the landlord in the event that detectors indicate low battery or fail to operate. In addition, each unit is equipped with Fire Extinguishers in case of emergency. The Tenant is advised to understand how to operate and use the fire extinguishers. Please ask the landlord for instructions.

15. FIRE, ACCIDENT, DAMAGE. The Tenant shall give the Landlord prompt notice of fire, accident, damage or dangerous conditions of premises. If the premises remain habitable, repairs shall be made as quickly as possible, without lapse of rents due. If, however, the premises are not habitable, the Landlord may (a) forgive payment of any rent, or portion of rent, until the premises are habitable, or (b) may elect to terminate this lease by giving the Tenants five days (5) notice, upon which the Tenant shall surrender said premises. Any rent paid in advance together with returned portion of security deposit shall be refunded to the Tenant pro-rated to the termination date. The Owner/Landlord is not further liable for any compensation or inconvenience arising out of improvements required to make the premises habitable again.

In the event that fire or damage is caused by neglect or fault of the Tenant, the Owner/Landlord is not held liable, and the Tenant shall not presume to be covered under the Landlord's insurance policy in this case.

16. LIMITED LIABILITY. The Owner/Landlord is not liable for loss, expense, or damage to any person or property. The landlord is not liable to tenant for permitting or refusing entry of anyone into the building, or for theft, damage or costs arising from invited guests. The Tenant is responsible for the actions of any family occupants, subletters or invited guests. **When one unit is rented together by multiple tenants, each tenant shall have a separate Lease Agreement and be individually bound to the terms of this agreement.**

17. OWNER OCCUPIED. The premise may be owner occupied during part of the year (Room #3 of Unit #1). In this case, the Owner shall be treated as an additional tenant and is not required to notify the Tenant when they will be present in the shared areas of the unit, including common utilities, kitchen and bath. Owner occupancy does not constitute permission to enter private spaces of other Tenants, which requires permission (next section).

18. RIGHT TO PRIVACY. The Tenant has a right to privacy within their apartment and shared space. After providing **at least 24 hour notice of entry**, the Owner/Landlord may enter any unit at reasonable hours to repair, inspect, install or perform work on the premises, or to show the unit to prospective tenants. No advance notice is required in the event of an emergency. Both Landlord and Tenants shall not place video or web cameras in any Tenant occupied private or interior public shared spaces. Cameras in your own private space are allowed.

19. QUIET ENJOYMENT. The Tenant is entitled to quiet enjoyment of the premises. The Tenant and invited guests will use the premises or common areas in such a way that: 1) adheres to local and state laws, including laws prohibiting the use, possession or sale of illegal drugs, 2) does not contributing to waste or misuse of utilities, and, 3) does not annoy, disturb or interfere with the quiet enjoyment of other tenants and neighbors.

20. CONDITION OF PREMISES. The Tenant agrees to: 1) keep the premises clean and in good repair and, upon termination of the tenancy, to return the premises in good condition identical to the start date, except for normal wear and tear, 2) to immediately notify the Landlord of any defects or dangerous conditions, and 3) will be responsible to the Owner/Landlord for the cost of any damages caused by the Tenant, guests or occupants.

21. DEFAULT. If the Tenant: 1) fails to pay rent or utilities in a timely manner (10 days), or 2) causes excess damage to premises due to neglect or actions, or 3) fails to abide by the terms of this lease, then the Owner/Landlord may cancel this Lease agreement with written notice of cancelation, with a vacancy date that shall be no less than 10 days after the date of the notice. The Tenant must leave the apartment, remove personal items, and return keys by the vacancy date. The Owner/Landlord shall itemize and subtract from the security deposit to cover the cause of default.

22. ATTACHMENTS. The following attachment are included in this Agreement:

**New York State Department of Health Tenant Notification Fact Sheet
for Trichloroethene (TCE)**

23. ENTIRE AGREEMENT. This document, and Attachments, constitute the entire Lease Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner/Landlord or Tenant. Any modifications to this agreement must be in writing signed by Owner and Tenant.

Tenant Initials here:

____ I understand this is a strictly non-smoking and pet free household.

Signatures:

_____	_____
Tenant	Date

_____	_____
Owner or Agent	Date

RECEIPT

By signing the above, the Owner acknowledges receiving, and the Tenant acknowledges payment of the following:

Month-to-Month?: Yes ____ No ____

First Month Rent: \$ _____

Security Deposit: \$ _____ Received to Hold Room: Yes No

Other: \$ _____

Total Received: \$ _____ Date: _____ Method of Payment _____