

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: _____
Landlord: _____

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** _____

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:** \$ _____
Rent Options: **Month-to-Month** _____ **Cohabiting** _____

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, Zelle, Paypal 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. GROUP RATES. Group rates are available to multiple tenants who consistently rent for 9-months or more. We do not offer joint leases, and each tenant shall have their own lease at the agreed rate. If one tenant leaves early, that tenant must provide 30-day notice, and is still bound to the lease or must find a suitable replacement (as indicated in section 9, Early Termination). Additionally, other tenants will no longer receive the group rate for the months that the unit is not fully rented.

5. LEASE EXTENSIONS. Leases may be extended, with approval of the Owner, at the end of your lease term only if you are paid in full. Extensions require a renewed lease. During any interim period before your renewed lease is ready, you will be on a temporary month-to-month basis and bound to the same terms as this lease.

6. COHABITATING. This building allows for co-habiting partners occupying the same room together. When co-habiting both tenants will have separate, individual leases (there are no dual-signed leases). One tenant will be the **primary tenant**, responsible for full room rent and long-term tenancy with standard terms. The second tenant will be the **cohabiting tenant** with rents at 25% of the primary room and a month-to-month lease. Cohabiting tenants must choose who will be primary and cohabiting tenants before leases begin. The primary tenant is responsible for utilities determined by room. In the event the primary tenant terminates, the cohabiting tenant will automatically become the primary tenant responsible for full rent, or a replacement tenant must be found (see Early Termination).

7. GUESTS. Guests may visit and/or stay for up to 14 days without notice. Extended short-term stays may be permitted only by approval of the Owner. The Tenant is responsible for the actions or damages caused by guests. If a guest stays longer than 14 days without permission they will be considered a **cohabiting tenant**, and the primary Tenant is responsible for paying an additional 25% of rent for the guest until a cohabiting lease is approved. If the cohabiting lease is denied, for any reason (such as occupancy limits), the guest must vacate the premises.

8. 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 any approved sublet. The assignee or sub-tenant **does** become a new tenant and is required to have their own lease.

9. 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.

10. SECURITY DEPOSIT. A cleared security deposit is required to secure your room, and we 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 any unpaid rents or other obligations of this lease. Within 21 days upon vacating the premises, the landlord shall provide an itemized statement of reasons, and 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. We reserve the right to pursue and collect any unpaid amounts for rent or utilities greater than the security deposit.

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

Included in Rent: **Wi-Fi** **Washer & Dryer**

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

Utility Payments: **Furnace** **Electricity** **Gas** **Water & Sewer**

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

The building utilities are held in the Owners name. **The Owner shall divide the utilities equally among the number of currently occupied rooms and provide a summarized monthly bill.**

12. HEATING. We advise tenants not to use electric space heaters, to use the heating provided, and to keep the shared furnace at a comfortable range (above 65 in winter). Additional details regarding your energy bills, and how to save on energy and costs, are available upon request.

13. 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.

14. NON-SMOKING & PET POLICY

This is a strictly **non-smoking** household. Smoking of any kind, including vaping, is **not allowed anywhere inside, on the porch, or outside the building** as we offer housing to tenants that may be especially sensitive to smoke or have allergies. If a tenant's smoking causes repeated issues with other tenants, this will be considered a violation of your lease terms and we will ask you to leave regardless of where you choose to smoke. No pets are allowed but may visit your unit briefly if acceptable to other tenants.

15. FIREARMS & CRIMINAL ACTIVITY

Firearms are strictly prohibited at this location and may not be stored here. Tenants that wish to exercise their Second amendment rights are free to do so by finding other housing. Other personal protective devices, such as sprays and mace, are allowed. We have a zero-tolerance policy for criminal activity. If found to engage in criminal activity, this lease will be terminated and you will be asked to leave immediately. The Landlord/Owners of 416 South shall not be held liable for any damages or activities of any tenants engaged in criminal activity.

16. PARKING. We have two off-street parking spaces available. A guaranteed parking space is available to tenants for an additional \$50 per month. If a parking space is not reserved, all remaining non-paying tenants may use it on a first-come first-serve basis. The landlord/owners or contractors may provide notice to use any space for infrequent maintenance as needed. 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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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, subletors or invited guests. When one unit is rented together, or cohabited, each tenant shall have a separate Lease Agreement and be individually bound to the terms of this agreement. We are not liable for your private health issues including those that might be affected by other tenants. In the event of a dispute, we cannot evict another tenant without clear proof of harm caused by a lease violation.

22. OWNER OCCUPIED. The first floor may be owner occupied during part of the year. 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. The owner, family workers, property manager, and/or designated contractors may be present over the summer months for required maintenance. Notice of entry is not required for Landlord or Property managers access to *non*-tenant spaces such as the garage, shed or basement. Owner occupancy does not constitute permission to enter private spaces of the Tenant, which requires permission (next section).

23. 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. Security cameras may be used to monitor the outdoor grounds. Personal cameras in your own private space are allowed.

24. QUIETY 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. Tenants must abide by the City of Ithaca Noise Ordinance.

25. 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.

26. DEFAULT. If the Tenant: **1)** fails to pay rent or utilities in a timely manner, 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.

27. ATTACHMENTS. The following attachment are included in this Agreement: **New York State Department of Health Tenant Notification Fact Sheet for Trichloroethene (TCE)**

