

CORNERSTONE PROPERTIES CORTLAND, LLC

14 Hickory Lane
Cortland, NY 13045
607-756-2921

www.cortlandcollegehousing.com

LEASE AGREEMENT

BY THIS AGREEMENT, made the ____ day of _____, 20__, between **CORNERSTONE PROPERTIES CORTLAND, LLC**, 14 Hickory Lane, Cortland, NY 13045, **LANDLORD**, and the below mentioned **TENANTS**:

PAYMENT SCHEDULE

| NAME | <u>SECURITY DEPOSIT</u> | | <u>LEASE PAYMENTS</u> | | TOTAL DUE* |
|------|-------------------------|------------|-----------------------|-----------------|------------|
| | <u>PAYMENTS</u> | | <u>FALL</u> | <u>SPRING</u> | |
| | (AT SIGNING) | (BY FEB.1) | (BY AUGUST 1) | (BY DECEMBER 1) | |
| 1. | | | X | X | X + X |
| 2. | | | X | X | X + X |
| 3. | | | X | X | X + X |
| | | | | | |
| | | | | | |

***Total amount due does NOT include the \$350 security deposit.**

- PREMISES:** Landlord grants, demises and lets to Tenant(s) and Tenant(s) hires and takes from Landlord the Suite# _____ of the building situated at _____, in the City of Cortland, County of Cortland, State of New York, to be used and occupied by Tenant(s) as a place of residence and for no other use or purpose whatsoever. Tenant(s) shall function as a family unit and are jointly and severally liable for damages and individual rents. It is expressly understood that each Tenant assumes one third of the payment of the total rent due upon the premises and as set forth herein.
- LEASE TERM:** The term of this lease shall be from August ____, 20__ to December ____, 20__ and from January ____, 20__ to 6:00 PM on May ____, 20__. Tenant(s) may occupy the leased premises over winter break with Landlords written permission only and there will be \$100.00 (per person) in additional rent to cover additional heating, electric, trash removal, and snow removal costs. Tenant(s) will not have access to the premises until the beginning of the lease term and a full lease term rent payment has been made, or Landlord has received a semester payment with a signed and notarized Student Rental-Guaranty Agreement, and if applicable, verification of student financial aid/loan approval. Verification must be in the form of writing from appropriate loan agency.
- RENTAL AMOUNT:** It is understood that the total rent due of said premises for the term of this lease agreement shall be \$ _____. Each Tenant agrees to pay Landlord for the use of said premises, two semesters rent, equaling \$ _____ to be paid in two equal installments. The first, due on or before the 1st day of August, 20__. The second, due on or before the 1st day of December, 20__. Tenant(s) who request to occupy the residence prior to the start, or past the end of the lease term, must get written approval from Landlord. Early arrival/late stay additional rent is due prior to move in, at a rate of \$25.00 per night/ per Tenant(s)(no exceptions).
It is understood and agreed that in the event that more than one (1) Tenant execute this lease, those persons shall be deemed jointly and severally liable for all the conditions, provisions, and covenants of this lease.

4. **SECURITY DEPOSIT:** Tenant(s) agree to pay security damage deposit to Landlord in the amount of **\$1050.00(\$350 each tenant)**, which is to be retained as a security deposit for the Tenant(s) faithful performance of this lease. The amount of **\$600.00(\$200 each tenant)** is due at Lease signing and the remaining **\$450.00 (\$150 each tenant)** is to be paid in full on or before the **1st day of February, 20__**. Tenant(s) may not apply this security deposit to any portion of any semester's rental payment. Landlord may deduct from the security deposit the cost of compliance with any of the foregoing conditions or other obligations pursuant to this lease, which Tenant(s) fails to comply with, including deductions for labor and materials. If, within fourteen (14) days after Tenant(s) has vacated and left the premises in as good condition as it was found, except for normal wear and tear, Tenant(s) has returned keys/parking pass (if applicable), and provided Landlord with forwarding address, Landlord will return the deposit in full or give Tenant(s) an itemized written statement of the reasons for and dollar amount of any of the security deposit retained by Landlord. Landlord may withhold all or part of Tenant's security deposit necessary to: (1) remedy any default by Tenant(s) in the payment of rent; (2) repair damage to the premises, except for ordinary wear and tear caused by Tenant(s); clean the premises if necessary; and (4) compensate Landlord for any other losses as allowed under law. This deposit shall not be refunded in the event of non-occupancy or breach of contract.
5. **LATE RENT PENALTY:** RENT AND/OR SECURITY DEPOSITS NOT PAID BY THE FIFTH DAY after they become due are considered delinquent, and Tenant(s) will be charged **\$25.00** of additional rent plus **\$5** of additional rent for each day thereafter rent goes unpaid. Tenant(s) waiting for financial assistance, must verify loan approval in writing from the appropriate financial aid/loan agency(s), each semester loan is to be used. If Tenant's financial aid/loan(s) is for an amount less than the semester's rental amount, Tenant is to pay Landlord the amount of rent not covered by Tenant's financial aid/loan(s) prior to semester move in. Tenant(s) waiting for financial assistance shall have the Fall semester payment date extended to October 1st, and the Spring semester payment date extended to March 1st. **RENT IS DUE AT THE TIME OF LOAN DISPERSAL**. RENT NOT PAID IN FULL by prior dates, regardless of availability of funds, shall be subject to all additional rent as previously stated. RENT NOT PAID IN FULL NINETEEN (19) DAYS AFTER IT IS DUE WILL BE GROUNDS FOR EVICTION AND RESULT IN LEGAL SUIT TO COLLECT THE RENT OWED.
6. **RETURNED CHECKS:** Tenant(s) agree to pay **\$35.00** in additional rent to Landlord for all returned/bounced checks.
7. **COST OF COLLECTION:** In the event that it becomes necessary for the Landlord to employ an attorney to enforce any of the Landlord's rights under this agreement or any law of this state, Tenant(s) agree to pay Landlord the actual amount of all costs, general expenses, and legal expenses incurred by Landlord in connection therewith.
8. **VENUE:** The parties stipulate and agree that Cortland County shall be the venue of any action or proceeding brought to enforce the terms of this Agreement.
9. **ASSIGNMENT:** In accordance with the City of Cortland's occupancy law, **this apartment shall be rented to no more and no less than 3 persons**. Only Tenant(s) on the lease agreement shall occupy the premises. Tenant(s) shall not assign this lease or sublet the premises or any part thereof, without the written consent of the Landlord. Tenant(s) who wish to sublet are responsible for finding a replacement Tenant(s) that is acceptable to the Landlord. Replacement Tenant(s) must be enrolled in college and the same gender as the original Tenant(s), unless agreed upon by all Tenant(s) and Landlord. If a suitable Sublet Tenant is found and all Tenant(s) do not approve of the Sublet Tenant, the remaining Tenant(s) must find a Sublet Tenant. If a new Sublet Tenant is not found, the remaining Tenant(s) are responsible to pay the remaining balance of rent in full. Upon written approval by Landlord, additional rent in the amount of **\$100.00** shall be charged to the Tenant(s) wishing to sublet. The person that sublets may not use the security deposit of the original Tenant(s) they are subletting from. The original Tenant(s) will not receive their security deposit back or any rent paid until the Tenant(s) who is subletting pays their security deposit and makes a full semester payment.
10. **FIRE/NATURAL DISASTERS:** In the event the premises are destroyed or rendered untenable by fire, storm, earthquake, or damage of any kind or nature, the Landlord may elect to terminate this Lease Agreement.

11. **USE OF PREMISES:** **Tenant(s)** agree not to violate any state law, statutes, or city ordinance/law, nor to commit, suffer or permit any way to annoy, molest, or interfere with any other occupants of said building; nor to use in a wasteful or unreasonable manner any of the utilities furnished by the **Landlord**. **Tenant(s)** agree to obey all "House" Rules as articulated in Lease Addendum and Tenant "Move-In Packet".

Tenant(s) shall take special care that no damage happens to the building or any fixtures or sewage systems therein, in the use of electricity, water, or gas and they shall be liable for all damages occasioned by themselves, their agents, or guests in the commission or omission of any acts causing such damage. **Tenant(s)** shall notify the **Landlord** immediately of any situation deemed hazardous to apartment, building, and/or connecting grounds.

Tenant(s) will furnish own linens, dishes, vacuum cleaner, etc. **Tenant(s)** will not remove any furniture, fixtures, or personal property belonging to the **Landlord**. **Tenant(s)** shall take good care of furnishings, appliances, and mechanical equipment furnished by the **Landlord**. **Tenant(s)** covenant that at the expiration of said term, they will surrender up said premises to the **Landlord** in good condition as date of occupancy, necessary wear and damage by the elements excepted.

Tenant(s) shall use the premises for residence only and for the parties named herein and **no other persons shall be permitted to use the same for housing accommodations**, nor shall any other use or business be permitted there. **Excessive noise complaints, or behavior deemed contrary to the tenets of this lease, will lead to eviction and loss of all monies.**

All of the lands of the **Landlord** upon which the said apartment is situated shall remain subject to control of, and access and use by the **Landlord** at all times, subject to the quiet enjoyment of the **Tenant(s)**.

12. **SOCIAL PARTIES:** **Due to the potential of property damage**, social parties are strictly prohibited. A party is considered a gathering of more than one guest per tenant. No kegs or large quantities of alcoholic beverages are allowed on the premises. Any violation of this section will be considered a breach of this lease and will forfeit all security deposit(s), rents paid/due, and be grounds for eviction. **Tenant(s)** are responsible for all damages/cleaning that may occur from such gathering. This tenet applies to the use of the suite, common areas, and grounds.
13. **PETS/ANIMALS:** Due to the potential of property damage, noise complaints, lingering odors and/or allergens, no animals of any kind are allowed on the premises at any time. Non compliance will result in the loss of all tenants security deposits and be grounds for eviction.
14. **SMOKING:** Smoking of any kind is prohibited in or on the premises.
15. **UTILITIES:** Water, sewer, electricity, cable tv, internet, and gas shall be furnished at the expense of the **Landlord**. A minimum temperature of 65 degrees Fahrenheit shall be maintained in the interior of the apartment to prevent structural damage. **No electrical heating appliances, mini fridges, or air conditioners shall be allowed.**
16. **FURNITURE:** Each suite contains the following items of furniture: Bedrooms: full size bed(mattress, box spring, and bed frame), dresser, desk, and chair. Living rooms: sofa, two chairs or loveseat, coffee table, two end tables, two lamps, and TV stand. Suites with snack-bars will be provided with stools. Suites without will be provided with dining table and three chairs. **No additional furniture, other than nightstand, and/ or chairs will be permitted.** Kitchens include a dishwasher, refrigerator, range, and microwave oven. **Tenant(s)** may not remove any of these items from the suite at any time. **Tenant(s)** are responsible for the furniture within the confines of their assigned bedroom, and all residents of the suite share joint responsibility for the items in the common areas, and will be billed equally for any damages sustained to these items.
17. **ALTERATIONS:** **Tenant(s)** shall not make alterations to the leased premises or redecorate in any way without first obtaining **Landlord's** consent. **THE USE OF DOUBLE SIDED TAPE AND NON APPROVED ADHESIVES ON WALLS/CEILINGS ARE STRICTLY PROHIBITED.**
18. **MAINTENANCE:** **Landlord**, or his agents, shall have the right to enter the leased premises during all reasonable hours to inspect the same or to make repairs or alterations as may be deemed necessary for the safety and comfort of **Tenant(s)**, to verify the tenets of this leases, or the preservation of the leased premises to prospective **Tenant(s)** at any time before the expiration of this lease.
19. **PERSONAL PROPERTY:** All personal property placed in the leased premises, basements, storage rooms or on any other part of the property, shall be the risk of the **Tenant(s)** or the owner of such personal property. **Tenant(s)** are advised to have Renters Insurance to cover their personal property from damage or loss.

- 20. **DAMAGES:** Tenant(s) shall pay the Landlord immediately for any damage occasioned to the building or any part thereof, or any contents of the building by their act of negligence, or the act of negligence of their guest or visitor. If damage is found in any rooms or halls which are used in common by all Tenant(s), and this damage is not identified as the responsibility of any particular Tenant(s), Landlord shall have no recourse but to divide the cost or the damages equally upon all Tenant(s).
- 21. **GARBAGE AND TRASH:** All trash must be placed in dumpster/provided receptacles, in sealed plastic bags on a regular basis. Recyclables are to be placed in provided bins. Tenant(s) who leave garbage outside their suite will be subject to \$25 of additional rent for each occurrence.
- 22. **PARKING:** Two parking spots will be given per suite. Third parking spot will be available on a first come, first serve basis. Only vehicles registered with Cornerstone Properties will be issued parking permits, and be allowed in parking lots. ALL OTHER VEHICLES WILL BE TOWED AT OWNERS EXPENSE. At no time are vehicles allowed on the lawns, driveways, drive lanes, or any unmarked portion of the parking area. Guests must find alternative parking. Vehicles may be parked only in the parking area designated by the Landlord.
- 23. **KEYS:** Landlord shall provide the Tenant(s) with all keys necessary for the use of the premises. These keys shall be returned to the Landlord at the end of the lease. For any keys not returned there shall be \$35.00 of additional rent collected to cover the cost of replacing the corresponding lock.
- 24. **SEVERABILITY:** Nothing contained in this agreement shall be construed as waiving any of the Landlord's or Tenant's rights under the law. If any part of this agreement, for any reason and to any extent, be invalid or unenforceable or in conflict with the law, that part shall be void to the extent that it is in conflict but shall not invalidate this agreement nor shall it affect the validity or enforceability of any other provision of this agreement, and each term and provision of this agreement shall be enforced to the extent permitted by law.
- 25. **STRICT PERFORMANCE:** The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment of the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.
- 26. **GENDER NEUTRAL:** Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

The covenants and agreements contained in this lease are binding upon and shall inure to the benefits of the parties hereto, their successors, legal representatives and assigns. This lease shall constitute the entire agreement between the parties and may not be altered or terminated orally. DISCONTINUATION OF ENROLLMENT AT COLLEGE, ACCIDENT, OR ILLNESS, DOES NOT TERMINATE, OR IN ANY WAY EFFECT THE CONDITIONS OF THIS LEASE.

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

DATE

- 1. _____ (Tenant) _____
- 2. _____ (Tenant) _____
- 3. _____ (Tenant) _____

Landlord/Agent
Cornerstone Properties Cortland, LLC

Please take notice that you and the landlord each have certain rights and responsibilities under The City of Cortland Rental Housing Law, a copy of which is available in the City Hall, 25 Court Street, Cortland, New York 13045.

**TENANT INFO:
(please print legibly)**

NAME _____

CELL PHONE # _____

PARENT NAME/PHONE # _____

EMAIL ADDRESS _____

HOME ADDRESS _____

BRINGING A CAR ? YES or NO
CURRENT YEAR IN SCHOOL _____

NAME _____

CELL PHONE # _____

PARENT NAME/ PHONE # _____

EMAIL ADDRESS _____

HOME ADDRESS _____

BRINGING A CAR ? YES or NO
CURRENT YEAR IN SCHOOL _____

NAME _____

CELL PHONE # _____

PARENT NAME/ PHONE # _____

EMAIL ADDRESS _____

HOME ADDRESS _____

BRINGING A CAR ? YES or NO
CURRENT YEAR IN SCHOOL _____

LEASE ADDENDUM

“HOUSE” RULES

These rules are designed for the benefit of all tenants, and for the most part restate portions of your lease. What may seem restrictive to you, if not obeyed, may very well be an imposition on another tenant. Cornerstone Properties' suites are a community of college students living together and respecting the rights of everyone. We would like to think that learning is the priority and recreation is secondary.

1. **NOISE**: Your music or media choices are for your personal enjoyment. All sound must be maintained at levels low enough so as not to disturb/annoy others inside and/or outside of the building. (Keeping the bass levels low will help.)
2. **RECREATION**: The decks & grounds are available for the use of our tenants, not multiple friends and acquaintances. There simply is not enough room. **No parties, yard games, or drinking games are permitted anywhere inside or outside of the building.** Local City Nuisance Laws will be enforced and police will issue tickets(up to \$500 per offense).
3. **OVERNIGHT GUESTS**: Each suite is for the use of those who signed the lease. You may have an overnight guest, however **more than one night per week is prohibited.** Not abiding by this rule presents an **inconvenience for your roommates,** violates your lease, breaks the Local City Occupancy Law, and can result in eviction.
4. **SMOKING**: This is a Non-Smoking facility. That means no smoking of cigarettes, cigars, pipes, or anything else is permitted in the building or outside near any windows or entrances. This also applies to your guests.
5. **CANDLES & INCENSE**: Are not permitted. Candles leave soot residue on walls and when left unattended can lead to fires. You may use contained and/or plug-in deodorizers.
6. **PETS(including visitor's pets):** Are strictly prohibited. **Non compliance will result in loss of security deposit and eviction.**
7. **PARKING**: Parking areas are for **TENANTS ONLY.** **Guest and visitors need to park on the street so as not to occupy spaces needed by tenants.** All visitors/guests are subject to towing at their expense. Minimum fee is \$100.
8. **ELECTRIC**: PLEASE TURN OFF ALL LIGHTS AND DEVICES WHEN NOT IN USE.
9. **GREASE**: Do not pour grease down the drains. All cooking oil must be disposed of in a sealed container and then placed in the trash after cooling.
10. **RESPECT**: Please respect your fellow tenants, your apartment, and the property.

Please report any infractions or suspicious activities. Your identity will remain anonymous. Remember, you are responsible(\$\$\$) for any damage done by your guests.

