

Hudson Heights Studio Apartments

Contact Information: c. 607.280.7660 o. 607.273.8473 or renting@ithacaLS.com

Please print your name, phone number, e-mail:

1. _____

Susan Dennis by and through Garth Dennis, agent for Susan Dennis and authorized to act on behalf of Susan Dennis, hereby leases **Apartment #** _____ located at Hudson Heights Apartments, Ithaca, N.Y. 14850, to the above-named person(s) (hereinafter referred to as "Tenant or resident") for a term of **360 days**, commencing at 2pm on this day **August 1, 2016** and ending at 10am on **July 27th, 2017**. This lease shall remain enforce until the end of the term specified unless sooner terminated by Landlord as set forth in this Lease Agreement. The premises shall be used by **1 person(s)** and no other person other than the Tenant(s) listed above shall occupy said premises without written consent from the Landlord. The above named Tenant(s) agree, to the following lease terms:

A. RENT - Add per month: \$10 furniture, \$100 extra tenant, \$50 pet*, \$80 leases shorter than 12 months, \$300 extra for semester lease

1. Rent for said period is \$_____, payable in monthly installments of \$_____.
2. Rent is due and payable on or before three days prior to the first starting day of the lease for each month, (i.e. 8/28 for 9/1 rent) for the duration of the lease.
3. Term of this lease **ONLY** begins on the 1st and 15th of each the month.
4. Rent checks should be made payable to Susan Dennis and be mailed to:

Susan Dennis
1075 Taughannock Blvd
Ithaca, NY 14850

Your Mailing Address:
Tenant name _____
apt# _____ Hudson Heights

Ithaca, NY 14850

5. This is a **360 day** lease. Lease payments have been divided into _____ equal payments.

6. Due upon signing: **Required:** deposit _____ date _____ CK# _____
Required/Nonrefundable: Last Month's _____ date _____ CK# _____
First Month's Rent _____ date _____ CK# _____

Circle all that apply:

No Furniture: _____ if you choose to add furniture you may at a later date
Standard (one of everything): _____

Twin Bed

Desk with chair

Kitchen table with 2 chairs

Lounge chair

****Last month's rent can only be used for the last month of the lease, no exceptions.****

The tenant(s) is/are obligated to follow the term and rules of this lease. If the rules and terms are not followed by tenant and any money that is due Landlord, first the deposit will be used to pay money owed to Landlord and if the deposit does not cover all charges due landlord then tenant (s) will pay to landlord excess monies to cover all charges due. At the end of the Lease the tenant agrees to have all possessions removed from the Landlords apartment. If the tenant does not remove personal possessions then the tenant gives the Landlord the right to remove all possessions at the end of this lease. If tenant vacates the apartment prior to completion of the lease term, then tenant gives Landlord permission to remove all property, Personal or otherwise from the apartment and store it in a lockable space. Landlord will give property to tenant when all issues and money owed to Landlord are complete.

I agree to these terms stated above. Tenant _____ Manager _____

I have read and understood all the above written _____ (initials)

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6. The apartment shall be used as living quarters only for the above named tenant(s). A charge of \$80.00 monthly will be made for each additional person occupying premises with tenant for five consecutive days or seven days during any one month. If it is discovered there is an unauthorized person living in the apartment, a charge of \$80.00 per month will be charged, starting from the beginning of this lease.

7. Tenant agrees not to withhold rent for any reason.

8. Rent is to be paid in full, without any deduction or offset.

9. If Tenant breaches this Lease, Tenant will also, pay the Landlord's Court, legal fees and costs.

9a. There is a \$75 per original page filed.

10. Any legal action filed by Tenant shall be instituted in the courts of the State of New York in Tompkins County.

11. Tenant will not use Security Deposit for last month's rent.

12. A charge of \$10.00 for rents not received on the due (#2 and #3 above) date and a \$5.00 per day will be assessed for any rent not received thereafter the due date. Landlord may, but is not required to notify that rent is past due. A late charge if not paid, will be deducted from the Security Deposit.

13. A charge of \$50.00 for each bounced or stopped payment check plus bank fees. If not paid, it will be deducted from the Security Deposit.

14. Any tenant who writes more than one "bad" check may be required by Landlord to pay rent via money order.

15. Pets are not allowed at Hudson Heights Apartments. If caught with a pet the tenant will remove the pet from the apartment and will pay to Landlord an additional \$50.00 US dollars per month from the beginning of the lease. If the pet is not removed Tenant will be evicted and liable for the remainder of the financial part of the Lease.

16. At the end of the lease Tenant should be out of your apartment, belongings and all, by **10am**. If Tenant is in the apartment after 10am on the final day of the lease, the Tenant will be charged \$250 for the first hour and \$50 for every additional hour the Tenant remains in the dwelling. These charges will come out of the Tenant's security deposit.

B. SECURITY DEPOSIT / LAST MONTHS RENT

1. A Security Deposit is due when this Lease is signed. The Security Deposit will be refunded provided lease terms and conditions are fulfilled by tenant, with interest, minus any charges or deductions outlined in any part of this Lease, within 45 days of the end of lease term.

2. If at any time during the term of this lease, due to deductions, offsets or other charges assessed by Landlord, should the Security Deposit fall below 60% balance, Tenant is required to bring the Security Deposit to the original balance.

3. The LAST MONTHS' Rent and the FIRST MONTHS' RENT are to be paid before tenant moves in, and both are non-refundable.

4. If for any reason Tenant chose's not to fulfill the contract, Tenant will forfeit Security Deposit as well as be responsible for the remaining lease payments.

5. It is the Tenants responsibility to provide a self-addressed envelope to ensure the return of the security deposit. In the event the Tenant does not provide a self-addressed envelope a \$5 fee will be deducted from the security deposit and Landlord will hold the check for ONLY 120 days. At that time the security deposit will be deemed as forfeited.

C. KEYS AND LOCKS

1. The following keys will be issued:

a. Each tenant will be issued one apartment key

b. There is one mailbox key per apartment.

2. No copies of keys are to be made by Tenant. If any copies other than issued by Landlord or Landlord's representative are made, Tenant will be charged for changing locks (\$150).

3. If all key(s) are not returned Landlord may change locks (\$150).

4. If Tenant locks (him / her) self out of the apartment, between the hours of 5pm and 8am there is a \$50.00 fee to have the Landlord open the dwelling, payable at time of opening, or \$70.00 will be deducted from Security Deposit.

5. Tenant may not change locks on doors or install new or additional locks.

a. If Tenant requests a change of locks, Landlord will arrange for this to be performed by Landlord or his representative, at the expense of Tenant.

D. SMOKE/HEAT DETECTION DEVICES

1. Tenant may not tamper with, alter or disconnect the power supply of any smoke/heat detection device.
2. A minimum charge of \$50.00 will be made against any tenant who violates this section.
3. A tenant is fully liable for any damage incurred due to inoperable smoke or heat detection devices that have been altered or tampered with in any way. Tenant will routinely check smoke detector to make sure it is functional.

E. APARTMENT / FURNISHINGS / APPLIANCES / PLUMBING

1. Unless otherwise specified, each apartment is professionally cleaned prior to the beginning of this lease. When the apartment is vacated, either through expiration of this lease or termination on any other grounds, the cleanliness of the apartment, floors, appliances, patio / balcony, the apartment will be left as clean as when tenant moved in, or apartment will be professionally cleaned, and corresponding charge of cleaning will be deducted from the security deposit.
2. Tenant(s) will pay for all damages to premises, appliances, and furnishings caused by tenant or guests of tenant, or any other person not under the landlord's control.
3. Tenant(s) are responsible for damage caused from wind, rain, snow, or freezing temperatures due to leaving windows or doors open.
4. Even though heat is provided by Landlord, Tenant is required to:
 - a. Maintain adequate thermostat setting in to prevent pipes from freezing.
 - b. Maintain a 60 degree thermostat setting during any vacation periods.
 - c. Report problems with heat immediately to Landlord or Landlord's representative.
 - d. Additional heaters, Kerosene heaters, or space heaters are not to be used in the apartment.
5. Grease, oil, coffee grounds, fibrous materials, or tampons must not be flushed down toilets or drains. Tenant is responsible for blockage to sewage and drains pipes or overflow from same, if blockage is found to be caused by Tenant, and then Tenant will be charged according to damage and labor to rectify the problem.
6. If Tenant has problems with plumbing, appliances, etc., Tenant will notify Manager / Landlord in a reasonable time. In the case of an emergency situation Tenant may notify Landlord's representative, **Garth Dennis at Office: 607.273.8473 Cell: 607.280.7660 E-MAIL: renting@ithacaLS.com**.
7. Furniture provided may not be moved to any other apartment or used outside of apartment (on porches, in yards, etc.)
8. The removal of unwanted furniture must be arranged with Landlord or Landlord's representative.
9. Tenant will not paint walls, furniture, or make alterations / permanent improvements to the apartment.
10. Tenant is liable for damage to walls or any other surfaces marred by plant hangers, nails, tacks, pins or tape.
11. Tenant agrees to maintain apartment in neat and clean condition.
 - a. If this covenant is breached, Landlord may give tenant a three-day notice to comply.
 - b. If Tenant fails to comply with notice, Landlord may enact a fee of \$25 per day until a satisfactory condition is reached.
 - c. If Landlord has to clean the premise, additional hourly fee of \$35, \$10 per bag of trash, and \$50/hr. for any repairs will be deducted from security deposit, and you may be asked to leave.
12. Major appliances (air conditioner, washer, dryer, etc.) not provided by Landlord may not be used without prior written permission from the Landlord. Violation of this provision will incur a fine of \$50/month for each month of the violation.
13. Waterbeds are prohibited.
14. Landlord does not provide the following items other than at the beginning of the apartment lease:
 - a. Interior light bulbs – are to be changed by tenant
 - b. Lamps
 - c. Window cleaning and general cleaning in the apartment.

F. PETS

G. NOISE

1. Pets are not allowed. Rule A-15 will be enforced. Unless otherwise stated.

1. Tenant shall not play musical instruments, radio, TV, or stereo loud enough to disrupt other tenants or neighbors.
2. Tenant may not play music outdoors at an unreasonable level and not at all after 9 PM.
3. Tenant shall be liable for City fines imposed for violations of the City of Ithaca Noise Ordinance.
4. Tenant may not have gatherings outside their Apartments that disrupt other tenants or give the appearance of a loud or unruly party.

H. TRASH/GARBAGE/RECYCLING

1. Tenant understands that only Trash/Garbage generated by that Tenant at Hudson Heights may be disposed in the Hudson Heights Garbage Houses.
2. Tenant shall store garbage in metal or plastic containers and tops **MUST** remain on at all times.
3. Tenant shall dispose of trash/garbage/ recyclable in designated areas only.
4. Tenant agrees to abide by and City of Ithaca recycling and garbage regulations.
 - a. Laws pertaining to recycling and garbage regulations may be obtained at the Landlord's office or at www.ecode360.com/IT1348; Chapter 178 - Exterior Property Maintenance.
 - b. Tenant shall be liable for city fines imposed for violations of garbage or recycling rules.
5. Violation of any provision of this section will result in a minimum charge of \$50 for clean-up by Landlord.

I. BEHAVIOR

1. Tenant shall not obstruct or litter halls, stairs, laundry rooms, porches, walks or yard.
2. Tenant shall not climb on roofs of buildings.
3. Tenant or his/her guest(s), or other person(s) under the Tenants' control shall not engage in any illegal or criminal activity at or near Hudson Heights Apartments. Such activity shall be cause for termination of tenancy and loss of deposits.
 - a. The term illegal or criminal activity shall include:
 - (1) Illegal Drug possession, use, intent to distribute or manufacture.
 - (2) Theft
 - (3) Vandalism
 - (4) Possession of firearms
 - (5) Possession of explosives or explosive devices.
 - (6) Or any activity which is deemed illegal/criminal by Local, State and Federal laws
4. In the event that tenant engages in unacceptable behavior, illegal/criminal behavior, allows occupation other than the tenant or violates any of the terms of this as set forth herein Landlord may give a written notice requiring tenant to cure the said unacceptable and/or illegal/criminal behavior or lease violation within 3 days. If the tenant fails to cure the behavior/violation within such 3 day period, then the Landlord may at its option end this lease on a three days written notice to the tenant, after which three this lease agreement will automatically terminate and the Landlord may immediately re-enter and re-possess the premises without any further notice to the tenant. Tenant agrees in such case to vacate the premises at the end of the three-day period. Tenant hereby authorizes any and all eviction proceedings by the Landlord against the tenant if the premises are not vacated by the end of said three-day period.

J. RIGHT OF ENTRY

Landlord or his/her representative may, upon reasonable notice if possible, enter the apartment for the purpose of inspection, repair and maintenance, to enforce the apartment lease, if for non-payment, after notice of termination to remove Tenant's property and to clean the apartment to make ready for the next tenant.

K. LIABILITY

Landlord shall not be liable for any loss or damage to tenant's property by fire, theft, water or rain. Items left in the apartment after Landlord determines tenant to have no rights to the apartment will be removed at tenant's expense. It is suggested that Tenant purchase a Tenant Homeowner Insurance Policy or check parent's homeowners insurance to see if covered; Renters Insurance is encouraged.

1. There is sufficient parking for one car per Tenant. All vehicles must be registered with the Landlord, must be insured, have current registration and be in running condition.
2. Unauthorized or incorrectly parked vehicles will be ticketed and towed at the car owner's expense.
3. No parking is allowed on the grass or between the sidewalk and the apartment building.

M. LEASE TERMINATION BY LANDLORD: security deposit will be forfeited to Landlord; tenant will be liable for the remainder of the monetary portion of the lease.

1. Landlord may terminate the lease agreement for the following reasons:
 - a. Nonpayment of rent
 - b. Unacceptable behavior – such as smoking in dwelling, noise, etc.
 - c. Illegal/Criminal behavior
 - d. Occupation other than tenant listed above (sublet without written permission)
 - e. Violation of any of the lease terms above and below.

N. POSSESSION

If Landlord is unable to deliver the apartment for occupancy at the beginning of the lease term for any reason, he/she shall not be held liable and rent shall not be owed until the apartment is available for occupancy.

O. APARTMENT CONDITION

Apartment is rented in clean and functional condition. Tenant agrees, upon taking possession, tenant will complete Schedule A (condition report) sign it and return to the Landlord or his representative.

P. LEASE

1. If lease is executed by more than one person, as Tenants, all persons named shall be bound to the lease terms collectively and individually.
2. Tenant must obtain Landlord's written permission to assign or sublet the apartment. The Tenant named on the lease remains responsible for the terms of this lease when subletting.
3. The Security Deposit is not refunded until the end of the lease term.
4. At the end of the Lease, any property left behind will be deemed abandoned, and the Landlord will not be held responsible for it.

Q. CLEANING

All cleaning, garbage and other things needed to get the apartment ready for the next tenant will be billed to the tenant on a time and material basis. If this is not paid directly, it will be deducted from the security deposit.

R. SNOW REMOVAL

Parking lots and sidewalks will be cleared as soon as possible after a snow fall. Tenant is liable to keep the walk shoveled from Tenants door to the side walk.

S. No Changes, Modification or Amendments to this lease except, written agreement with Susan Dennis.

T. SUBLET

1. Tenant may sublet to another tenant, but **MUST** notify manager, Garth Dennis, before proceeding.
2. Tenant **MUST** pay a \$25 subletting application fee.
3. Tenant is still responsible for rent if Sublet defaults on payment(s).
4. Sublet is to pay Tenant last month's rent and security deposit

U. Smoking

1. Absolutely no smoking in the dwelling!
 - a. This is a zero tolerance rule and may result in eviction as stated in letter **M** above.

V. Sprinkler System Disclosure

There is presently NO maintained and operative sprinkler system in the leased premises.

W. Lease renew and showing process

Landlord and Tenant agree, and this Lease Agreement shall be contingent upon, Tenant executing a Check in Report and Key Receipt upon taking possession of the premises reflecting the mutual agreement of Landlord and Tenant to waive the notice period required by Chapter 258, Article 2, Section 258-10 of the City of Ithaca Municipal Code.

Tenant(s) acknowledges that Tenant(s) has read this Lease Agreement:

Tenant: _____ Date: _____

Tenant: _____ Date: _____

In case of emergency, please provide a name and number of a person we can contact:

NOTES:

Included:

Heat
Electric
Water (hot and cold)
Trash/Recycling (generated at Hudson Heights ONLY)
Compost/Garden
Parking

Not included:

TV/ Cable - satellite dishes are prohibited
Internet
Screen Door (\$50 if you would like one)
A/C unit (\$30 per month if you would like one)

I have read and understood all the above written _____ (initials)

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