

213 North Washington
Herkimer, NY 13350
(315) 826-7373(H), 315-765-9281(C), or 315-527-2502(C)
ajcah@ntcnet.com(H)
afarley@hpschools.org(W)

Dear Potential 213 North Washington Tenant:

Enclosed you will find a copy of our lease. Please fill in the last 2 pages, initial each page, and return this copy of the lease. Remember to make a copy for your records. Please include your \$500.00 security deposit, if not already submitted. If you have any questions, please call us at (315) 826-7373(H), (315) 765-9281(C), or (315) 527-2502(C); or email at: ajcah@ntcnet.com(H) or afarley@hpschools.org(W).

Rooms are selected on a 1st come, 1st pick basis.

Thank you,

Pat and Anne Farley

213 NORTH WASHINGTON APARTMENT RENTAL AGREEMENT

1. LANDLORD: leases and **TENANT** accepts the following premises for the following term (period of time) and rental, and Landlord and Tenant agree as follows:

2. PREMISES: Known as a room at 213 North Washington St., Herkimer, York 13350, together with all common areas, including, kitchen, sitting room, and bathroom.

3. SECURITY DEPOSIT: \$500.00 security deposit must be enclosed with this contract. It will cover any damages cleaning and/or any financial loss incurred by LANDLORD including loss of rent. The security deposit will be returned after (60) days only after the premises has been completely vacated subject to the following conditions:

- a) Lease term has expired.
- b) All monies due the LANDLORD are paid in full.
- c) Apartment has been thoroughly cleaned and left in the same condition it was received, ready for move-in of the next TENENTS.
- d) All keys have been returned. If keys have not been returned there will be a \$50.00 charge for each set of keys.
- e) All trash and personal possessions have been removed.
- f) No damage has been done.
- g) Forwarding address has been left.

*No contract will be processed without security deposit.

Any Tenant who vacates their premise, or is dismissed from school or housing, or withdrawals from HCCC prior to the end of this contract; shall forfeit the Security Deposit and are liable for the remainder of rent for the rented school year.

4. USE: The premises shall be used for residential purposes only. Any full time (12 credit hours) Herkimer County Community College (HCCC) students are eligible. Early arrivals and late departures will not be permitted unless prior arrangements have been made.

5. TERM:

Fall Semester - starting on or about August 25, 2015 and ending on or about December 16, 2015 (12 noon the day after student's last final).

AND

Spring Semester – starting on or about January 20, 2016 and ending on or about May 18, 2016 (12 noon the day after student's last final).

It is agreed that the tenant shall vacate the property in-between terms and the period of the holiday breaks denoted by the college:

- Thanksgiving Break (Tuesday at noon to Sunday at noon)
- Spring Break (6 pm Friday to noon on the second Sunday)

- unless agreement is worked out between landlord and tenant. \$10.00/day to be paid if stay during breaks, leave late, or come back early.

**RETURN CONTRACT,
SECURITY DEPOSIT AND
PAYMENT IF DUE TO:**

Anne and Pat Farley
273 Conway Road
Cold Brook, NY 13324
(315) 826-7373

Initials of tenant: _____ (means you have read the page)

213 NORTH WASHINGTON APARTMENT RENTAL AGREEMENT

6. PAYMENT INFORMATION

The Tenant will pay a total of:

- * \$4400 per school year (\$2,200.00 per term) for this single room and use of common areas.
- * \$3600 per school year (\$1,800.00 per term) for this double room and use of common areas.

Please check term of use and circle room selection.

<u>A. PAY IN FULL (does not include security deposit)</u>			
DUE DATES			
before classes & before you move in	\$2,100.00 Single	or	\$1,700.00 Double

<u>A. FINANCIAL AID (does not include security deposit)</u>			
DUE DATES			
1. when 1 st financial aid check come in	\$1,000.00 Single	or	\$1,000.00 Double
2. when 2 nd financial aid check comes in	\$1,200.00		\$800.00

<u>A. MONTH BY MONTH (THIS LEASE WILL BE RENEWED EACH MONTH BY A RECEIPT OF RENTAL PAYMENT)</u>			
DUE DATES (does not include security deposit)			
<input type="checkbox"/> 1. before classes, 1 st of Oct., Nov., & Dec.	\$550.00 each month Single	or	\$450.00 each month Double
<input type="checkbox"/> 2. before classes, 1 st of Mar., Apr., & May.			

Checks payable to/mail to:
 Anne Farley
 279 Conway Road
 Cold Brook, NY
 13324

* Checks must be cleared before move-in.

* **LATE PAYMENTS:** Payments not received within (10) ten calendar days of the due date will be charged a 10% late fee. In the event that the Landlord of 213 North Washington must use legal remedies to collect rent and/or damage payments, all additional legal and collection fees will be the responsibility of the Tenant and/or guarantor, and the Tenant and/or guarantor hereby agrees to pay same as additional rent.

- ** **EXCELLENCE IN ACADEMICS REFUND:**
- if you are taking 12 credits or more
 - if you have paid up your housing financial obligations
 - if you have been a responsible tenant (following lease agreement)
 - receive \$200.00 refund if your marking period GPA is 3.8 – 4.0
 - receive \$100.00 refund if you marking period GPA is 3.0 – 3.79
 - * must be observed by landlord through **Student Portal**

Initials of tenant: _____ (means you have read the page)

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All Tenants and their guests shall abide by these rules and regulations with respect to any area owned or controlled by Landlord inside/outside of Tenant's room, including parking and common areas.

(\$20.00/infraction – termination of lease – outside charges)

(\$20.00/hour if I come in to clean – minimum 1 hour)

1. **ALCOHOL AND DRUG POLICY:** Absolutely no alcohol or drugs allowed (except prescription used as directed) on the property, inside or outside the buildings by Tenants or guests. **Possession of drugs or alcohol by a Tenant or the Tenant's guests may result in immediate termination of the Lease.**

2. **ANIMALS:** No pets shall be allowed, maintained or kept on or in the vicinity of the premises at any time. Failure to remove pet upon request may result in further charges, disciplinary action or termination of this Agreement.

3. **CARE OF PREMISES:** Tenant shall take good care of the premises and shall keep the premises broom clean. In addition, it is agreed:

- Landlord agrees to maintain regularly the building and grounds in a clean, orderly and neat manner. Landlord further agrees upon notice by Tenant to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the premises.
- Tenant shall, upon termination of this agreement, vacate and return dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control. Apartment must be **CLEANED** before vacating.
- In a dispute between Landlord and Tenant which gives rise to any action in court, the Tenant will pay the court costs and reasonable attorney fees of the Landlord.
- All common areas must be kept **CLEAN** and free of clutter (i.e.: entry hall, porch, yard, laundry/kitchen room, driveway, etc.)
- Kitchen and common areas must be kept clean at all times to avoid mold, insects and rodents.
- **CLEAN AFTER EACH TIME YOU USE COMMON AREA.**
- For the purpose of keeping the building clean and in good condition, Tenant will allow an exterminator designated by Landlord to enter the premises at least once each month, without exception, and there shall be no effort or attempt to obstruct or delay such entry at any time. Any cleanliness issues noted at that time must be addressed and rectified within (3) three days, or the unit will be cleaned at the tenant's expense.
- Vandalism of any kind, no matter how senseless (even if small dollar-wise) will be the Tenant's expense.

4. COMMON SENSE:

- All lights, fans, stereos, etc., off and windows closed when not in room.
- No inviting any person(s) onto Landlord property that you know has been banned or dismissed from the premises.
- No harassment of another Tenant.
- No stealing.
- Candles, incense and any other **OPEN FLAMES ARE STRICTLY PROHIBITED.**
- No space heaters allowed.
- **ABSOLUTELY NO TRESSPASSING IN OR AROUND THE BACK BUILDING!**

5. EMERGENCIES: Get somewhere safe!

In case of fire, first call **911** and then the Landlord at **(315) 826-7373, 315-765, 9281, or 315-527-2502.**

Tenant understands and acknowledges that the **fire extinguishers** and/or **smoke detector alarms** and/or **CO2 detectors** are placed on the premises for the safety of all Tenants, and that great harm, injury, damage and loss will result if the fire extinguishers and/or smoke detector alarms are disturbed in any way.

Initials of tenant: _____ (means you have read the page)

6. GARBAGE: All garbage and trash will be placed in Landlord selected receptacles and taken to the designated trash area by Tenants on posted garbage pick-up days (Monday night) and receptacles returned to the back by (Tuesday night). Recycling is a must.

7. HEATER: Heater is hot – it will melt things and burn if you touch it.

8. HOLIDAYS: During the Christmas holiday season, only artificial Christmas trees shall be permitted in the apartment. This rule is required for your safety, in order to avoid fires. Use of Christmas lights are forbidden for safety reasons.

9. INSPECTION: Within five (5) days after Tenant takes occupancy of the apartment, Tenant will report to Landlord in writing, all defects in the premises and the general condition thereof. Upon Tenant's failure to provide the required written statement to Landlord within the five (5) day period, the apartment will be presumed to be in good general condition.

10. KEYS AND LOCKS: Shall be returned to the Landlord at the end of the year. Failure to return keys/locks shall result in a \$50.00 charge plus cost of providing new lock/key(s). Keys shall not be distributed to non-residents of 213 North Washington St.

- If locked out, call the Landlord (315) 826-7373, 765-9281, or 527-2502.
- No lock other than those provided by Landlord shall be added or affixed to any door in any apartment without the prior written consent of Landlord.

11. LOSS OR DAMAGE: Landlord shall not be liable for damage to property or person from steam, gas, electricity, water, rain, ice or snow which may leak from or flow from any part of the building, or from the appliances or the plumbing works of same or from any latent defect of the building.

12. NOISE: The student shall observe and respect the rights of other Tenants.

Quiet hours are from:

- 10:00 P.M. to 8:00 A.M. Sunday thru Thursday and during final exam periods. Midnight to 8:00 A.M. Friday and Saturday.
- At no time are loud stereos permitted and they should not be heard outside the unit. Drums, electric guitars, amplified instruments or any other noise that disturbs the peace and quiet of other Tenants or surrounding homes or businesses are prohibited.

13. OCCUPANCY:

(a) The premises will be occupied only by Tenant who is a current full time student and has signed rental agreement with landlord. No other or additional persons shall be permitted to reside in the premises unless Landlord shall approve of such additional persons, in writing.

(b) Inform Landlord or any guests staying over night. Landlord reserves the right to deny any person(s)/guest(s) from being on the premises.

(c) All guests and visitors must carry identification with them and be escorted by their hosts at all times.

- Tenant will give Landlord written notice of Tenant's intention to vacate the apartment.

14. PARKING RIGHTS: Parking is extremely limited and for Tenants only.

- Landlord shall bear no responsibility for damage or theft in connection with any vehicle parked on Landlord's premises at any time, whether authorized or unauthorized. It is suggested that all cars be locked at night.

- No reckless driving in parking area.

15. PARTIES: NO PARTIES or anything resembling a party.

16. PIPES:

- All **grease** shall be semi-cooled, placed in cans or other waterproof containers, frozen and disposed of in the plastic garbage bags. Grease will not be thrown into the sinks at any time.
- No sanitary napkins or material of similar composition shall be disposed of through the toilet facilities. Any Tenant using the toilet facilities for such purpose will be billed by Landlord for any damages which result.
- Strainers will be used in all sinks to avoid drain stoppage.
- Tenant understands and acknowledges that if the water from sink, bath or shower faucets is left running unnecessarily, or unattended, at any time, Landlord and other Tenants may be subjected to substantial loss and damage, and accordingly in addition to Tenant's obligation to pay to repair such damage and any damage caused by water. Tenant's negligence. Tenant will also pay to Landlord a Twenty-Five Dollar (\$25.00) fine in the event of such water damage, in addition to damages.

17. SAFETY:

- No one is allowed out onto any roof.
- Use of step stools and/or ladders of any kind are prohibited.

18. SIGNS/ANTENNAS: No signs shall be placed on the premises. No television antennas or dish antennas will be allowed on any part of the exterior of the building in which Tenant's apartment is located.

19. SMOKING: NO SMOKING ALLOWED IN THE HOUSE!

20. SNOW REMOVAL: Snow removal is the responsibility of the Tenants. Tenants must keep all stairs and sidewalks free and clear of snow and ice.

21. STOVE: Keep pot holders off the stove – they may start a fire.

22. WASHER/DRYER: All property left in washers or dryers unattended, shall be left at Tenant's own risk and Landlord shall bear no responsibility for items left in such locations.

- Do not move the washer or dryer – you will pull the vent pipe out and may rip the linoleum.

23. WALLS: Mirrors and pictures may be hung by hangers with a push pin or by any other type of hanger which is approved by Landlord before installation. No sticky tape.

24. WINDOWS: All windows will be closed from November 1st – April 30th.

- All storm windows and screens must be left in place. **DO NOT REMOVE** from windows.

Landlord reserves the right to terminate the Lease because of any illegal, violent, or objectionable behavior by you or your guests.

Initials of tenant: _____ (means you have read the page)

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- 25. ACCESS TO PREMISES:** Tenant agrees that Landlord and its or his agents and other representatives shall have the right to enter into and upon the leased premises, or any part thereof, at all reasonable hours to show the premises to persons wishing to hire, lease or purchase the same and any such entry shall not constitute an eviction in whole or in part. The Landlord shall give Tenant reasonable notice prior to entry into the private room except in the case of an emergency or abandonment.
- 26. ASSIGNMENTS AND SUBLETTING:** Tenant shall not assign this lease, and Tenant will not let, underlet or sublet the room or rooms and no transfer of this lease or the room or rooms by operation of law, or in any other manner shall be void without Landlord's written consent.
- 27. ATTORNEY'S FEES:** Tenant agrees to pay all Court costs and reasonable attorneys fees incurred by Landlord in enforcing by legal action or otherwise any of Landlord's rights under this lease, shall be as additional rent.
- 28. DEFAULT - REMEDIES:** In the event of Tenant's default in the performance of any of Tenant's obligation in this lease, Landlord may take from the amount of the security deposit, such amount as is necessary to offset (and which reasonably equals) the actual loss or damage suffered by Landlord, except in the case of common area damage, in which case Landlord may assess each Tenant his pro rata share of damage to the common area. In the event Tenant vacates the premises prior to the termination of the lease, for any reason, it is agreed that the security deposit shall immediately become due and payable to Landlord as liquidated, stipulated, and agreed-upon damages for the Landlord, to compensate Landlord for permitting Tenant to terminate the lease in advance of the normal and agreed-upon, termination date set forth herein.
It is agreed that the liquidated, stipulated, and agreed-upon damages shall include any necessary cleaning, required repairs to the room, painting of the room, painting or repairing common areas, disruption to the common areas, and other Tenants of the building as a result of moving, wear and tear, and unforeseen expenses to Landlord. Landlord's taking of all or any part of the security deposit shall not operate to release Tenant from liability for the payment of rent, until the expiration of the Lease, if Landlord is unable to rent the premises.
- 29. DESTRUCTION:** In case of damage by fire or other cause to the building in which the leased premises are located, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall, within a reasonable time, decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire, the Landlord shall repair the damage with reasonable dispatch after notice of damage and if the damage has rendered the premises untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Landlord's control.
- 30. EFFECT OF GOVERNMENTAL REGULATIONS AND OTHER CAUSES:** Tenant will comply with all governmental regulations.
- 31. EMINENT DOMAIN:** If the whole or any part of the leased premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the terms of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to Tenant.
- 32. EXISTING LEASES:** Landlord shall not be liable for failure to give possession of the premises upon the commencement date of the lease by reason of the fact that the premises are not ready for occupancy or because a prior tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. Rent shall not commence until possession is given or is available, but the term, herein shall not be extended. Rent will be adjusted.
- 33. HOLDING OVER:** If Tenant remains in possession of the leased premises after the expiration of the term or termination as a student, unless Landlord and Tenant enter into another written agreement, Tenant's possession shall be a month to month Tenant only and in no event from year to year or term to term.

1. INSURANCE:

(a) Building:

1. Fire: To be carried and paid by Landlord.
2. Liability: To be carried and paid by Landlord.

(b) Contents: Tenant to insure their personal property and belongings.

Increase in Premium: Tenant will be responsible if by reason of any unlawful activity,
Landlord's insurance premium is increased.

Certificate of Insurance: N/A

Initials of tenant: _____ (means you have read the page)

34. MISCELLANEOUS PROVISIONS: Tenant agrees to obey the Rules and Regulations set forth on a statement signed by Tenant with this Lease, together with any other reasonable Rules and Regulations which Landlord shall consider necessary in the management and operation of the Landlord's premises. Tenant acknowledges and agrees that the Rules and Regulations are a part of the Lease and binding upon Tenant in the same manner. Rules and Regulations are subject to periodic change in the sole discretion of the Landlord, which shall be binding on the Student upon publication and without further notice. The Landlord has the right to terminate this Agreement at any time for any violation of its rules and regulations.

35. MODIFICATION- ORAL: This lease cannot be modified orally.

36. NEW YORK LAW TO GOVERN: This lease shall be interpreted under the Laws of the State of New York and any legal proceeding brought to interpret or enforce any of the terms or conditions of this lease shall be brought in an appropriate Court in the State of New York. In the event any legal proceedings are brought by any of the parties hereto in connection with any of the terms of this lease, the right to have any issues litigated by jury trial is waived. Venue and personal jurisdiction shall be placed in Herkimer County, binding on all Tenants and Co-signers

37. NOTICES: All notices shall be given to the Landlord at the address shown above and to the Tenant at the leased premises, or Tenant's forwarding address.

38. PARTIAL INVALIDITY: The invalidity or unenforceability of any provision of this lease shall in no way effect the validity or enforceability of any other provision hereof.

39. RE-ENTRY: If the premises, or any part thereof shall be deserted or become vacant during the term, or if any default be made in the payment of rent or any part thereof, or if any default be made in the performance of any of the covenants or conditions herein contained, the Landlord or Landlord's representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons there from without being liable to prosecution therefore, and Tenant expressly waives the services of any notice in writing of intention to re-enter. In the event Tenant vacates the premises at any time while the rent is due and unpaid, leaving his possessions or some part thereof at the leased premises, Landlord may remove Tenant's possessions (all property found within the leased premises) from the leased premises and store at the expense of Tenant.

40. RENOVATIONS OR ALTERATIONS: Tenant will make no alterations, decorations, additions or improvements to the premises without Landlord's prior written consent.

41. Renter's Insurance: Any insurance policies or coverage which Tenant may desire providing protection against loss, damage, or medical expenses resulting from fire, theft, casualty, or injury occurring on any part of Landlord's property or on the leased premises with reference to Tenant, Tenant's family or guests will be purchased and maintained by Tenant, at Tenant's sole cost and expense. Tenant understands that Landlord does not maintain such insurance or any similar type of insurance coverage with respect to Tenants or Tenants' property.

42. REPAIRS: Tenant will at Tenant's own expense pay for all Tenant or tenant guest induced repairs necessary on the premises to maintain Tenant's (Landlord accepted) lifestyle. All such repairs made necessary by the negligence, carelessness, or improper conduct of Tenant, or any person on the premises with Tenant's permission and consent, shall be made by Landlord at Tenant's expense.

43. REPRESENTATIONS: Landlord covenants that upon Tenant paying the rent and performing all the covenants herein, Tenant shall and may peaceably and quietly hold and enjoy the premises for the term aforesaid, subject to the terms of this lease and any mortgages upon the premises; upon termination of this lease, Tenant shall quit and surrender to Landlord the premises in good order and condition, ordinary wear and tear excepted.

44. REPRESENTATIVE CAPACITY: This lease shall be binding upon the heirs and assigns and successors of the parties hereto.

45. SUBORDINATION: This lease is and shall be subject and subordinate to any mortgage now existing or which may be placed by Landlord on any part of Landlord's premises of which Tenant's room is a part, or on any other buildings which are a part of the group of buildings in which the building occupied by Tenant's is located. Tenant will sign any document which Landlord or any mortgagee of Landlord shall deem necessary to affirm or further effectuate such subordination.

46. TAXES: Landlord shall pay all taxes assessed on the building and premises.

47. WAIVER: Failure to take immediate action against the Tenant for a default or violation shall not be deemed to be a waiver of any other default or violation.

Initials of tenant: _____ (means you have read the page)

213 NORTH WASHINGTON APARTMENT RENTAL AGREEMENT

I, the undersigned have read and agreed to this Lease Agreement:

Tenant Information

Print Name	SS#
Home Address	Drivers License #
Home Phone	Cell Phone
E-mail Address	

Tenant Signature

Date

Landlord Signature

Date

GUARANTOR

The undersigned is the parent, natural guardian, guarantor, or other responsible party of the Tenant set forth above and hereby unconditionally guarantee the performance by the tenant of the terms of this Agreement and are responsible for all of the Tenant liabilities hereunder.

REASON FOR GUARANTY – I know that the Landlord would not rent the Premises to the Tenant unless I guarantee Tenant’s performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the landlord rents the premises to the Tenant.

GUARANTY – I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

In addition I agree to these other terms.

CHANGES IN LEASE HAVE NO EFFECT – This guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.

WAIVER OF NOTICE – I do not have to be informed about any default by Tenant. I waive notice of nonpayment other default.

PERFORMANCE – If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

CHANGES – This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Initials of tenant: _____ (means you have read the page)

Parent/Guarantor Information

Guarantor Name	Relation to Tenant	
Home Address	E-mail Address	
	SS#	
	Home Phone	Cell Phone
Employer Name and Address	Work Phone #	

Parent/Guarantor Signature

Date

State of _____

County of _____

On this ____ day of _____ 20 ____, before me, the undersigned, a Notary Public in and for said State, personally appeared before me, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his or her/their capacity, and that by his/her/their signature on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Initials of tenant: _____ (means you have read the page)