

Lease Expiration _____

Name _____

Name _____

RENTAL AGREEMENT

By this agreement made this _____ day of _____, 2020 between **INDIAN RIDGE APARTMENTS**, hereinafter designated Lessor, and _____ hereinafter designated Lessee, whether one or more than one Lessor, hereby leases to Lessee the premises known as 1025 Reynolds Road, _____, Johnson City, NY, 13790 to be used and occupied solely by Lessee, and such other persons as are named in the Rental Application submitted by Lessee, as a private residence and for no other purpose.

1. TERM: The initial term of this lease shall be _____, beginning _____ 2020, and ending _____, 2021 unless sooner terminated hereinafter provided.
2. RENT: Lessee agrees to pay Lessor as rent for said premises, the sum of _____ Dollars (\$) at the rate of _____ Dollars (\$) per month to be paid in advance on the first day of each month during said term. All payments of rent shall be made at A101 Indian Ridge Apartments, Johnson City, State of New York. Rent for early occupancy shall be prorated to the beginning of the term.
3. LATE PAYMENTS AND RETURNED CHECKS: Lessee agrees that in the event that monthly rent payment is not received in full by the close of business on the 5th of each month, 5% of the monthly rent will be charged up to (\$50) as a late charge. In the event that a Lessee's check is dishonored by the bank, Lessee agrees to pay Lessor twenty dollars (\$20) as a returned check charge, and, if appropriate, the additional late charge.
4. POSSESSION: It is understood that Lessor shall not be liable if Lessee shall be unable to enter into and occupy the premises at the time above provided by reason of said premises not being ready for occupancy, or by reason of the holdover of any previous occupant of said premises, or as the result of any cause of reason beyond the direct control of Lessor. Lessor shall not be liable in damages to Lessee therefore but during the period Lessee shall be unable to occupy said premises as therefore provided, the rental therefore shall be abated.
5. SECURITY DEPOSIT: Lessee has deposited with Lessor the sum of \$ _____ as security for the full and complete performance of the duties and obligations imposed upon Lessee by law and by the terms and provisions of this lease. In the event of default by Lessee in such performance, Lessor may apply such portions of such deposit as are needed to compensate Lessor for any damages sustained by reason of such default. All portions of such deposit which are not applied by Lessor, or necessary to be applied in order to compensate Lessor for damages sustained as herein provided, shall be returned to Lessee within (30) days from the expiration of the term of this lease or extension thereof, provided Lessee has given Lessor in writing a new or forwarding address.
6. FIXTURES AND APPLIANCES: Lessee accepts the premises, and agrees that the fixtures, equipment and appliances are in good condition and repair on the date of Lessee's first occupancy and agrees to pay all costs caused by Lessee's neglect or damage, to keep said premises and all fixtures, equipment and appliances furnished in good working order, and in good clean condition, may place drapery and curtain rods and fixtures used therewith at Lessee expense; to make no alteration; to commit no waste; to obey all laws and regulations affecting said premises; to replace all glass, broken or cracked; to repay Lessor for the cost of repairs made necessary by the negligent or careless use of appliances on said premises; and to surrender the premises at the termination in as good condition as when first occupied, reasonable wear and damage by the elements excepted. Lessee may redecorate premises only after securing written permission of Lessor. Lessor agrees to provide one air conditioner per apartment, at the Lessee's request, as available, for an additional charge to be paid at the same terms as the rent payment. Lessor is responsible for installation of the air conditioner. All units will be installed approximately the beginning of May and will be removed approximately late September.

7. OCCUPANTS: Lessee agrees that he will not allow anyone to share said premises, keep roomers or boarders nor assign, sublet, or transfer said premises or any part thereof, without Lessor consent in writing.
8. FITNESS CENTER: Lessor agrees to provide an onsite fitness center for tenants eighteen (18) years or older. Lessee and other authorized occupants may use the fitness center only after reviewing and signing the Risk of Personal Injury and Fitness Club Rules Waiver. Use of the fitness center by aforementioned occupants is only allowed during the lease term.
9. UTILITIES: Lessee shall sign and pay for all utility services throughout the duration of their lease, except _____ . X_____X_____
10. CABLE TELEVISION/INTERNET: Lessee shall be responsible for planning and providing for Cable Television and Internet Services, if Lessee desires such services. There shall be no drilling of holes or affixing of cables and/or devises, to the outside of the facility, interior and/or exterior walls, or inside of the apartment, without the express written permission of the Lessor. Such permission shall not be unreasonably withheld.
11. REPAIRS: Twenty-four (24) hour notice will be given for routine maintenance, repairs and to exhibit premises to new tenants or for sale. Lessor, it's agent and employees may enter said premises at any reasonable time with notice, with pass key or otherwise to examine same or to make needed repairs to said premises. Notice need not be given in the event of any emergency or if it is impractical to give notice of intent to enter. Lessee shall promptly notify the owner or his agent, in writing, of need for repairs. Such notice will be deemed an authorization by Lessee for Lessor to enter. Oral notices for repairs will be accepted at landlord's option.
12. **RENTERS INSURANCE: Lessee is required to obtain and continuously carry renter's insurance as outlined in the attached addendum. Lessee shall provide to the Landlord a certificate of insurance evidencing such insurance naming the Landlord as an additional insured on a primary and non-contributing basis, or if requested by the Landlord, a full copy of the renter's insurance policy. Each renewal year of the lease, or more often if requested by Landlord, the Lessee shall provide evidence that such renter's insurance is in effect. X_____X_____**
13. LESSEE LIABILITY AND INDEMNIFICATION: Lessee shall be liable to the Lessor for any theft, personal injuries, death, property damage, or other loss or damage to Lessor, including but not limited to attorney's fees, other litigation expenses, staff time and/or any other related expenses incurred by the Lessor, where such injury, damage or loss is due in whole or in part to the act, omission, neglect, negligence, breach or default of Lessee, Lessee's family, agents, employees, invitees, guests or tenant requested personal deliveries, or if the same is caused by the failure of Lessee to report the need of repairs to Lessor. In addition, the Lessee shall indemnify and hold harmless the Lessor from any claims or suits by any persons or entities for theft, personal injuries, death, property damage, or other loss or damage to Lessor, including but not limited to attorney's fees and other litigation expenses, where such injury, damage or loss is due in whole or in part to the act, omission, neglect, negligence, breach or default of the Lessee, Lessee's family, agents, employees, invitees, guests or tenant requested personal deliveries. Lessor shall not be liable for damages to any property or person arising from any act, neglect or omission of any other co-tenant or co-lessee in said building or buildings or the elements, or from any act over which Lessor has no control. Lessor shall not be responsible for heat or lack of heat or hot water where the same is generated by an installation within the exclusive control of the Lessee or supplied by a direct public utility connection.
14. FURNISHINGS: The Lessee acknowledges receipt, in good condition, of the furnishings listed in the attached inventory. If the Lessee shall find any furnishings listed incorrectly or not in the condition listed, a statement of discrepancies shall be delivered to the Lessor within three (3) days of taking possession. Otherwise it will be presumed that the said inventory and conditions are correct. The Lessee agrees that he will not remove any of the said furnishings and shall pay the cost to replace or repair damaged furniture. (reasonable wear and tear accepted).
15. **INTENT TO VACATE: Lessee further agrees that upon the expiration of said term, or upon termination of the lease for any cause, he shall yield immediate possession to Lessor and return the keys for said premises to Lessor. In the event this lease is terminated prior to the lease termination date, lessee shall be charged a \$500 fee for restoration and administration costs, in addition to such costs as are set forth in paragraphs 3, 12, 13, 15, 16, 17, 18, 19 and Rule 4 herein. Lessee agrees to notify Lessor in writing thirty (30) days in advance of his intention to vacate premises and return the same in clean condition. If Lessee moves out on or after the first day of the month, he shall be responsible for the rental payment for the entire month unless a modification is executed between the Lessee and management and for damages for unpaid rent to the end of the term. X_____X_____**

16. **JOB TRANSFER CLAUSE:** Lessee may terminate rental agreement after six months' occupancy, if Lessee should be transferred by their employment beyond a 50-mile radius of Broome County. Lessor must be given forty-five (45) days written notice, a letter from Lessee's employer and the rental agreement will end at the month's end. A penalty fee of fifty dollars (\$50) per reach unfulfilled month of the full term shall be paid by Lessee, prior to vacating the premises, along with a \$500 fee for the cost of painting or restoration needed to prepare the premises for the next incoming tenant.
In the event Lessee vacates the premises prior to expiration of the lease term, in addition to other remedies due Lessor, the security deposit shall be used by the Lessor to cover the replacement of keys, damage to the premises, including cleaning and restoration of the premises for another resident, and unpaid rent to the end of the term or until another occupant is secured. If damages, charges and unpaid rent exceed the Security Deposit, Lessee agrees to pay the amount.
17. **NON-PAYMENT or TERMINATION:** Upon termination of the Lease and/or failure of the Lessee to pay rental current until the last day of the term of this lease, or any renewal thereof, shall, at the sole option of the Lessor, 1) make Lessee responsible for the cost of redecorating the premises, carpet shampooing, and cleaning and/or extermination of the premises for an incoming tenant and re-renting charge incidental to re-renting the premises, or 2) make the Lessee responsible for all damages to the unit and rental Lessor shall lose between the time Lessee vacates the premises and the time an incoming tenant moves in, said rental loss not to exceed a term of one (1) year. Lessor and Lessee specifically agree to the foregoing in consideration of Lessor not requiring the rental amount for the term of the within lease in advance, but rather allowing Lessee to pay said rental term in monthly installments.
18. **QUIET ENJOYMENT:** Lessor covenants that, on payment of all of the aforesaid installments, performance of all of the covenants, and an observation of all the rules and regulations, Lessee shall and may peacefully and quietly have, hold and enjoy the demised premises for the term aforesaid.
19. **FAILURE TO COMPLY:** If the Lessor at any time is compelled to pay any sum of money because of Lessee's failure to perform or comply with any of the terms or conditions herein, sum or sums paid or incurred with interest costs and damages shall be deemed additional rent and shall be due and payable by Lessee to Lessor upon demand. These charges shall include attorney's fees, court costs or other fees incurred by Lessor in instituting or prosecuting any action by reason of default of the lease. Lessee hereby waives his/her right to a jury trial in any claim, dispute or litigation involving any issues concerning this Lease. **In the event that the Lessee holds over for any reason, the Lessee hereby agrees that all the terms and conditions of this Lease shall continue to be applicable except that the rent starting on the first day of the holdover shall be 200% of the rent of the preceding term.**
20. Tenant agrees that if pest control services are provided and/or are deemed necessary by Lessor due to tenant or tenant's guests and invitees acts, omissions, neglect, un-cleanliness, use or misuse of our premises, that fumigation and/or pest control services shall be performed in the sole discretion of the Lessor and will be billed to tenant as additional rent. Tenant further agrees that tenant shall be responsible for all losses, costs and damages incurred by Lessor, including, but not limited to fumigation of other apartments and loss of rents (for example if tenant or tenant guests or invitees brings insects into the building with their personal property). Tenant further agrees that in the event that tenant fails to follow the rules and recommendations with respect to pest control and/or the recommendations of a pest control company treating the premises that the Lessor may terminate the lease upon ten (30) days written notice.

RULES AND REGULATIONS

The violation of any of the following rules and regulations shall be an event of default and shall give to Lessor's right of termination of the rental agreement. The word "tenant" as used hereafter includes Lessee and Lessee's family, friends, and guests.

1. Tenant shall neither make nor permit any disturbing noises nor make or permit the operation of any radio or TV in a manner that will disturb or annoy other tenants.
2. Tenant shall not sweep or throw anything out of the windows or obstruct window sills.
3. Tenant shall not use building refuse facilities other than those provided by landlord and shall not use said facilities in an unsanitary manner. Tenant shall not place un-bagged refuse in said facilities container.

4. The water closets, basins, and other plumbing fixtures shall not be used for any other purpose other than those for which they were designed, nor shall sweepings, rubbish, rags, grease, or any other improper be thrown into same. Any damage resulting from misuse of such facilities shall be paid by tenant of the damaged premises.
5. Exterior shades, awnings, or window guards shall not be used except with the written approval of the landlord.
6. Tenant shall not alter or replace locks, knocker, or other attachments to the door. The locks are not changed from tenant to tenant. Written requests for lock changes will be accepted by landlord. Lessee will be charged \$50.00 for this lock change request. _____ _____
7. Tenant shall not use exposed electrical wires for appliances or fixtures.
8. Tenant shall not permit motor vehicles on the lawn. Any damage resulting from a violation of this regulation, either by the tenant or on the account of the tenant, will be the responsibility and liability of the tenant.
9. Landlord shall not be responsible for any article delivered to or left with any employee. Laundry facilities supplied by Landlord for the convenience of all shall not be used in any manner or time other than as Landlord directs.

RULES AND REGULATIONS CONTINUED

10. Tenants shall not install or allow to be installed in any ceiling or wall fixture provided by Landlord, a light bulb in excess of sixty (60) watts, unless such fixture should contain a specific statement by the manufacturer that an increased wattage is permitted. Tenant acknowledges that such ceiling or wall fixtures are designed to accommodate no wattage in excess thereof. The tenant is responsible for any damage caused by violation of this paragraph.
11. There shall be no pets kept or harbored in the demised premises without the written consent of the Landlord.
12. Tenant shall not permit any damage (by burns, stains, or otherwise) to, or undue wear & tear to carpeting, floors, any floor covering, or countertops which may be provided by Landlord. **Rubber backed floor carpets & mats cause staining on vinyl flooring. Tenant agrees to use caution when using countertops as they may scratch easily when used as a cutting board.** Tenant agrees to be responsible for the care and use of said carpet, floor coverings, and countertops and will maintain and clean them in accordance with manufacturers' recommendations. **Tenant agrees to pay all costs to replace or repair the vinyl flooring, carpet, or countertops if caused by tenant's neglect or damage.** _____ _____
13. Tenant agrees to park any car only in the space or areas designated by Landlord. Tenant agrees that vehicles parked other than as herein set forth may be immediately towed away at Tenant's risk and expense.
14. Gas or charcoal grills are not allowed to be used within 10' of the buildings due to the open flame. The Johnson City Village Code, Chapter 148-4 states that open burning for outdoor cooking is prohibited in or on multiple dwelling structures. The gas cylinders are not allowed to be stored inside the buildings, carried through the building, or stored within 10' of the building. Charcoal grills are allowed to be stored on your patio however the grill must be 10' away from the building when in use. Use of electric grills is allowed.
15. **Landlord encourages tenant to purchase a fire extinguisher to store inside their apartment. An ABC fire extinguisher is recommended that can be used for any type of fire. For additional details on where to purchase, please ask office staff.**
16. **Smoking is prohibited by tenants or guests in all furnished apartments.** If evidence of smoking is found during residency or upon move-out, tenant will be charged a fee determined by Landlord and deducted from the security deposit.
17. Landlord reserves the right to provide a play area for the use of tenants. If provided, this area is to be used at the Tenant's own risk, with the express understanding that Landlord is in no way obligated to provide any supervision for this area. This provision shall not obligate the Landlord to provide such an area and the failure to provide such an area shall not constitute a breach of the terms and conditions of this lease.

ADDENDUM TO RENTAL AGREEMENT

Pursuant to Section 11, page 2 of the Rental Agreement, Lessee shall be required to carry renter's insurance.

The requirements are as follows:

Lessee shall carry a renter's insurance policy. This policy will provide replacement cost coverage on lessee's personal property in an amount that will insure the Lessee for loss to any personal property that is owned, or for which Lessee is responsible. The liability limit of coverage will not be less than \$300,000 each occurrence, and shall name the Landlord on a primary and non-contributory basis.

Furthermore, it is understood and agreed that the Lessee is responsible for all personal property owned, or for which lessee is responsible, and Lessee waives all rights of subrogation against the Landlord or the Landlord's representatives as respects to any insurance policies insuring the Lessee.

Contact your insurance agent to obtain a renter's insurance policy. Evidence of renter's insurance shall be provided to Landlord. See enclosed brochure for additional details.

Resident _____ **Date** _____

Resident _____ **Date** _____