

**LLC and**  
**PJ Apartments**  
**Academic Year 2022-2023**  
**LEASE AGREEMENT**

Made on \_\_\_\_\_, by and between PJ Apartments, hereinafter called "Landlord," with a mailing address of:  
PJ Apartments, P.O. Box 218 Ithaca, NY 14851, e-mail address of pjjapartments@gmail.com and tenant named below, hereinafter called "Tenant,"

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**1. LEASE TERM:**

PJ Apartments, Landlord, hereby leases the following premises located at:

\_\_\_\_\_ Ithaca, New York 14850.

subject to the limitation setout herein commencing:

\_\_\_\_\_ and ending at 1 pm on: \_\_\_\_\_ or 2 days after Cornell Graduation Ceremony, whichever occurs first.

**Move in day shall be 10 days after the start date of the lease term and not before 1 pm.**

There shall be no abatement or reduction in rent should the move out date occur earlier than the last day of May. There shall be no abatement or reduction in rent due to the move in date being no earlier then the 10<sup>th</sup> of the first month of the lease term.

Tenant shall not be required to vacate premises during the period from May 31<sup>st</sup> or 2 days after Cornell Graduation ceremony, whichever occurs first, to June 10<sup>th</sup> should tenant sign a lease for the following academic year.

**2. RENT AMOUNT:**

In consideration of the rent herein and of the covenants herein contained and by the Tenant to be performed, Landlord does lease to Tenant the aforementioned premises for the aforementioned term for the total rental amount of: \$ \_\_\_\_\_

All rent and deposit payments shall be made in whole dollar amounts with **US dollars and drawn on a US Bank**. Rent shall be paid by either: personal check, bank check, or money order. All payments shall be **mailed** to PJ Apartments, P.O. Box 218, Ithaca, NY 14851.

**3. PAYMENT OF SECURITY DEPOSIT AND LAST MONTH'S RENT:**

(1) Security deposit of: \$ \_\_\_\_\_ to be paid by: \_\_\_\_\_

(2) Last Month's Rent of: \$ \_\_\_\_\_ to be paid by: \_\_\_\_\_

Tenant shall fully comply with all milestone dates for payment of last month's rent and security deposit. Tenant understands and agrees that any delay in renting the premises, the payment of rent, or the payment of security deposit jeopardizes Landlord's ability to rent the premises in a timely manner and may result in inconvenience and economic loss to Landlord. Therefore, in the event that last month's rent and security deposit is not paid in full by the prescribed date, Landlord may, at his sole discretion, render this lease null and void. Tenant shall inform Landlord immediately should there be any anticipated delay in meeting all milestone payment amounts and dates in order to allow Landlord, if he so desires, to negotiate a new, mutually acceptable deposit payment schedule with Tenant.

Tenant agrees that the security deposit may not be applied as rent.

**4. PAYMENT OF RENT:**

Rent due by tenant for the entire lease term shall be paid on a monthly basis, due and payable and **received** by Landlord by the **FIRST DAY** of each calendar month.

Payment shall be made in the amount of: \$ \_\_\_\_\_ each month made in whole dollar amounts with **US dollars and drawn on a US Bank**. Rent shall be paid by either: personal check, bank check, or money order. All payments shall be mailed to PJ Apartments, P.O. Box 218 Ithaca, NY 14851.

Tenant agrees that payment of rent shall not be made with postdated checks.

At Tenant’s sole discretion, tenant may pay rent for the lease term in advance if they so choose.

A late fee of \$50 or 3.5% of the monthly rent, whichever is less, shall be charged for any and all rent payments or portions thereof not paid within 5 days after the prescribed due date. A \$50 fee shall be charged for all bad checks, plus a late fee charge if applicable. All late fees, bad check fees, shall be considered “added rent.”

Payment of first month’s rent must be made prior to Tenant taking possession of the leased premises.

**5. RESPONSIBILITIES OF THE PARTIES:**

Electric Lights & Outlets: _____	Laundry: _____
Heat: _____	WiFi: _____
Hot Water: _____	Trash/Recycling: _____ <u>Landlord</u>
Water and Sewer: _____	Snow Removal: _____ <u>Landlord</u>

Tenant responsible for paying electric and gas agree to call NYSEG at 1 800 572 1111 at least 1 week prior to start date of lease to arrange to have services turned on in their name for the **full term of the lease** (not move-in/move-out dates). Tenant responsible for paying for heat (gas) shall maintain a minimum temperature of 55°F at all times during winter months to prevent pipes from freezing. Tenant, not sublettor, shall arrange to turn on utilities in their name.

Tenant provided with WiFi by Landlord agrees to contact WiFi provider customer service hot line for any issue; not Landlord.

**6. SECURITY, CLEANING AND DAMAGE DEPOSIT:**

Tenant hereby deposits the sum of \$ \_\_\_\_\_ security for the full and faithful performance by Tenant of all the terms and conditions of the lease. The Landlord may use, apply, or retain all or any part of the security so deposited to the extent necessary for the payment of any rent or other sum as to which Tenant is in default or for the payment of damages and cleaning charges caused as a result of Tenant violation of this agreement, including late rent fees, bad check fees and Tenant to Landlord reimbursement for utility bills paid by Landlord. For any items that are damaged by Tenant and need to be replaced by Landlord, the full replacement cost and not a depreciated cost of the item shall be charged to Tenant.

Landlord shall provide tenant with an itemized statement indicating the amount of the security deposit being returned, less any lawful deduction(s) therefrom within 14 days after the end of the lease term and after tenant has vacated leased premises. In the event Tenant wishes to relinquish keys and physical possession of the leased premises back to Landlord in advance of the last day of the lease term for Tenant convenience, Tenant may do so, provided, however, that such relinquishment shall not be deemed to constitute an abandonment of the lease by conduct, and for purposes of calculating dates for final inspections and security deposit accounting, Tenant shall not be deemed to have vacated the leased premises until the last day of the lease term. Accordingly, Tenant shall be deemed in lawful possession of the leased premises through the last day of the lease term regardless of physical occupation. Tenant nevertheless consents to Landlord’s entry into the leased premises to clean and make repairs during any interim period following delivery of keys through the last day of the lease term.

**Security deposits shall be returned with one check only.** Tenant shall inform Landlord of designated person and mailing address for the return of the entire security deposit. Dirt is NOT in any way normal wear and tear. The premises shall be given to Tenant in a clean condition. Tenant shall leave premises in the same clean condition. In the event carpets and/or upholstery are soiled, a professional carpet cleaning company shall be hired to steam clean them and the cost shall be deducted from the security deposit. Cleaning companies in Ithaca (not carpet cleaning companies) generally charge \$30 per hour.

Tenant shall be provided with a full-size bed, desk, desk chair and dresser. Furnishings in the common space are provided to suit individual premises. Furnishings at the premises are accepted as being in good condition and it is expected that they shall be returned in the same condition, reasonable wear and tear expected. Tenant accepts furniture in “as is” condition. Landlord does not provide lightbulbs during the lease term, portable window screens, shower curtains and rods, toilet paper holders, and towel racks.

**Tenant shall not install their own furniture without written permission from Landlord. Landlord shall not remove furniture from the premises to accommodate tenant furniture.**

**7. TENANT RESPONSIBILITY FOR RENT:**

Tenant jointly and severally agrees to pay the rent as herein provided. It is expressly understood that each Tenant is liable for the full amount of rent for the term of this agreement. All of the conditions, provisions and covenants of this lease shall apply to and bind and inure to the benefit of the legal

representatives, heirs, executors, administrators and successors and assigns of the parties hereto. In the event that this lease is executed by more than one person as Tenant, the persons shall be deemed liable jointly and severally.

Tenant and Landlord agree that any and all charges levied by Landlord to Tenant in accordance with the terms and conditions of this lease shall be deemed "added rent", including but not limited to: late rent fees, bad check fees, utilities, water and solid waste fees, damages, garbage/recycling fines, repairs, and/or any other additional fees incurred by Tenant pursuant to any provision of this lease, due to Tenant negligence, misconduct, or otherwise, and, such "added rent" shall be paid by Tenant to Landlord on the 1<sup>st</sup> day of the month following notice to Tenant from Landlord of such additional assessment and/or expenditures or shall be deducted from the security deposit as so determined by Landlord.

#### **8. OCCUPANCY:**

Tenant shall **NOT** take occupancy of the demised premises until the security deposit, first and last month's rent have been paid in full. The demised premises shall be occupied and used solely as living quarters for named Tenant and by no other person or persons. No more than \_\_\_\_\_ persons shall occupy the premises.

Tenant, not sublettor, shall take occupancy of the demised premises.

Landlord shall provide a clean and well-maintained premises. Tenant accepts premises in "as is" condition. Landlord shall paint as necessary at Landlord's sole discretion. Painting is not a scheduled annual repair.

Landlord shall provide necessary maintenance during the lease term. Should there remain, at the commencement of occupancy, minor repairs and/or painting, Landlord shall complete such work as quickly as possible and, at Landlord's discretion. There shall be no abatement or reduction of rent during aforementioned work.

Tenant may request an inspection of the premises with Landlord prior to beginning occupancy. Tenant may also request an inspection with Landlord between 2 weeks and 1 week prior to the end of lease term, May 31<sup>st</sup> or 2 days after Cornell Graduation Ceremony, whichever occurs first.

Tenant shall not move in any belongings prior to move-in day, the 10th of the first month of lease term.

Tenant shall make arrangements with Landlord to obtain keys for the premises in advance of taking occupancy. Keys shall not be provided prior to the 10<sup>th</sup> day of the first month of the lease.

Unless prior arrangements have been made, tenant may NOT obtain keys outwith business hours, Monday – Friday.

There shall be a charge of \$30 for replacement keys.

#### **9. ASSIGNMENT AND SUBLETTING:**

Tenant shall not assign, mortgage, or otherwise encumber this lease, nor sublet or permit the use of said premises or part of said premises by anyone other than themselves without written permission of Landlord; said permission, however, shall not be withheld unreasonably or arbitrarily. Subletting shall not be permitted during the period December 15, 2022 to January 15, 2023), nor during the period of May 15, 2023 to May 31, 2023. Written permission from all tenants on the lease shall be provided to landlord for any proposed sublettor, including summer sublettors, prior to permission being granted by Landlord. Contact information for each sublettor shall be provided to Landlord including: name, phone number, email address, emergency contact phone number and email address.

Landlord shall not provide assistance with subletting nor provide Tenant/sublettor contract paperwork. Tenant agrees to create a Tenant/sublettor written agreement stating: dates of sublet, dollar amount of rent and security deposit. A copy of the lease for the premises shall be provided to sublettor and a written statement shall be provided by sublettor on Tenant/sublettor contract that sublettor agrees to fully comply/abide by all the terms and conditions of the lease. Landlord does not require a copy of said agreement. Tenant agrees that all rent payments to Landlord shall be paid only by Tenant, not sublettor.

#### **10. LIMIT OF LIABILITY:**

To the extent permitted by law, Landlord shall not be liable for any injury or damage to person or property due to gas, electricity, water, sewer, rain, frost, freezing, snow, latent defects in the premises, or any other cause unless same be caused by or through the negligence of the Landlord. Landlord shall not be liable for any injury or damage caused by other Tenants or persons in the building. Tenant may wish to obtain personal insurance protection. Landlord shall not be liable for any injury or damage to person or property due to the temporary failure of gas, electricity, water, sewer or of heat, refrigeration, or WiFi service in and to the premises. No claim for compensation shall be made by Tenant against Landlord for any inconvenience, annoyance or economic or other loss arising out of aforementioned conditions or from repairs or improvements made to the premises or any portions thereof necessitated by aforementioned conditions. Tenant and Landlord agree that there shall be no abatement or reduction in rent during repair and/or improvement of aforementioned conditions.

#### **11. HOLD HARMLESS:**

Tenant shall defend, indemnify, and save harmless Landlord from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims or judgments arising from injury to person or property, occasion wholly or in part by any acts, omission or omissions of Tenant, its employees, agents, customers or invitees.

**12. NO WAIVER:**

The failure of either party to insist in any instance on strict performance of any covenant hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed by the parties, except that Landlord may exercise any legal remedies available to him in the event of default by Tenant without providing written notice thereof if so permitted under law or the terms of this lease.

**13. EMINENT DOMAIN:**

If the demised premises or any part thereof shall be condemned for public use, this lease is to be thereupon terminated, and the rent shall be apportioned as the day of the entry of the order of the condemnation and Tenant shall not be entitled to any part of the award, Tenant hereby waiving any right or claim to any part thereof.

**14. TERMS:**

All terms of this lease shall be interpreted according to the laws of the State of New York and the venue for any court proceedings shall be in Ithaca, State of New York. Should any term of this lease be found to be null and void, it shall not affect the validity of any other terms of this lease. Tenant agrees that Tenant has had ample opportunity to read this lease, understands its provisions, believes them to be fair and reasonable, and agrees to comply with such provisions. Landlord and Tenant agree to waive their right to a jury trial.

**15. NOTICES, COMMUNICATIONS:**

Any notices to be given to Tenant hereunder shall conclusively be deemed served if in writing and personally delivered to Tenant or sent by registered or certified mail addressed to Tenant at the demised premises or sent by email. Notice to any tenant shall be deemed and accepted as notice to all Tenants, joint and several. In the event the certified or registered mail envelope is returned to the sender, such notice shall conclusively be deemed served if in writing and then sent by first class mail addressed to Tenant at the demised premises. All notices given to Landlord shall be in writing and directed to Landlord at the address set forth in the first part of this lease or at such other address as the Landlord may in writing to Tenant designate. All notices with respect to repairs shall be made as set forth in this lease and if made orally by Tenant to Landlord shall be confirmed in writing from Tenant to Landlord.

Tenant and Landlord agree that all communications regarding this lease shall be by and between Tenant and Landlord. In the case of a joint and several lease, Tenant agrees to nominate one Tenant as the primary contact to communicate with Landlord with copies to other tenants on the lease (if necessary/appropriate).

**16. ACCESSIBILITY TO THE PREMISES:**

Landlord shall be permitted to enter the demised premises for inspection, repairs, and future leasing or sale, at reasonable hours, whether or not the Tenant is present. "Reasonable hours" shall mean from 9:00AM to 7:00PM any day of the week. Landlord shall make all reasonable efforts to respect the privacy of Tenant and shall provide 24 hours' notice. Landlord shall leave premises as found; locked or unlocked. Landlord may enter premises without notice should an emergency arise in the building and should windows be left open during heat season.

**17. DEFAULT:**

Upon default in payment of rent, or upon default in the performance of or breach of any covenant, term or condition of this lease on the Tenant part to be performed, and regardless of whether such breach or default was occasioned or caused, directly or indirectly, by Tenant or, if any Tenant makes an assignment for the benefit of creditors, Landlord may at his option upon fourteen (14) days written notice, terminate this lease, and this lease and the term thereof shall automatically cease at the end of the fourteen-day period. Tenant may cure outstanding default, non-payment of rent, during said fourteen (14) day period in which case the termination notice shall be deemed null and the lease shall be deemed reinstated. In the event Tenant does not cure default, it is agreed that Landlord may re-enter and repossess the demised premises. To effectuate this agreement, Tenant hereby authorizes the issuance of a Warrant-to-Remove by any court of competent jurisdiction, which shall be served only in the event Tenant fails to vacate the premises by the end of said fourteen-day period. Landlord is authorized to repossess the premises as agent of Tenant and relet the premises for the account of Tenant, applying the avails thereof, first, to the expenses that may accrue in re-entering, then to the expense, commissions or fee occasioned by reletting, then to the payment of the rent due by these presents and the balance to be paid over to the Tenant, or the Landlord may hold the Tenant accountable for any deficiency remaining after so applying the proceeds.

**18. REPRESENTATIONS, MODIFICATIONS:**

Landlord has made no representations or promises with respect to the demised premises, its contents, or the building in which it is located except as set forth in this lease. This lease contains the final and entire agreement between the parties hereto and neither party to this lease shall be bound by any terms, conditions or representations, oral or written, not set forth herein. It is expressly agreed that this lease may not be modified orally. Tenant agrees to accept and rent the premises and the furniture provided on an "as is" basis.

**19. SURRENDER:**

Tenant shall surrender the premises, its appurtenances, appliances, and furniture at the termination of the lease, by lapse of time or otherwise, in a good and clean condition, excepting only ordinary use and wear thereof through proper usage. In the event the Tenant has not completely vacated the premises by the end of the lease term stated herein the Tenant shall be charged at a rate of \$1,000 per day, beginning at 1 pm on the last date indicated of the term herein,

which shall continue to accrue until the Tenant has completely vacated the premises. Tenant holdover shall not be deemed a month-to-month tenancy. Tenant shall surrender keys to Landlord after vacating premises. Any keys not surrendered shall be charged at a rate of \$100 per key and the cost shall be deducted from the security deposit. By surrendering any key, possession of the premises is thereby surrendered to Landlord.

Tenant and Landlord agree that any item, personal or otherwise, left behind in and/or around the premises by Tenant or their guests after the end of the lease term and/or Tenant surrendering premises to Landlord (early departure), shall be deemed as abandoned and shall be disposed of at Landlord's discretion.

#### **20. FAILURE TO GIVE POSSESSION:**

If Landlord shall be unable to give possession of leased premises on the date of commencement of the term thereof, for any reason, Landlord shall not be subject to any liability for failure to give possession on said date. Under such circumstances the rent to be paid herein shall not commence until the possession of the premises is given or the premises are available for occupancy by Tenant and no such failure to give possession on date of commencement of the term shall in any way affect the validity of any part of this lease or the obligation of Tenant hereunder and shall not be construed in any way to extend the term of the lease.

#### **21. NOTIFICATION CONCERNING DELETERIOUS CONDITIONS:**

Tenant agrees to notify Landlord immediately upon the discovery or creation of any deleterious condition or situation in and/or about the premises, its fixtures and appurtenances. Any damage resulting from lack of notice by Tenant to Landlord shall be the responsibility of Tenant and the cost to repair said damage shall be the responsibility of Tenant. This includes running toilets and dripping faucets.

Failure to report a problem quickly may result in higher bills, serious damage, or health endangerment. Should such conditions arise due to failure to notify Landlord, Tenant may be liable and may be required to pay for, including but not limited to, excess water bills, property damage, or other costs to correct the problem.

Tenant shall be responsible for any damage from wind, rain, snow, or freezing temperatures, caused by leaving windows or doors open or other failure to protect the premises from the elements.

#### **22. EFFECT OF FIRE OR OTHERWISE AT THE PREMISES:**

If premises shall be partly damaged by fire or otherwise, repairs shall be made as speedily as possible and without lapse or abatement of rent due and payable. However, if premises shall be destroyed or so much damaged by fire or any cause without the fault or neglect of Tenant or their visitors, as to render said premises untenable in the joint opinion of Landlord and Tenant, then Landlord either (a) may forgive payment of any rent from the date of such damages to the date the premises are once again tenable, or in the alternative, (b) may elect to terminate this lease by giving Tenant five (5) days written notice thereof, and the lease shall expire on the said fifth day, Tenant shall surrender said premises, and any rent paid in advance together with any unapplied-for portions of the security deposit shall be refunded to Tenant pro-rata to the date of said expiration.

Tenant agrees to keep access to the fire escapes/exits free and clear at all times. Tenant agrees to not use fire escapes for any purpose other than emergency fire exiting. Tenant agrees to not occupy roofs other than for emergency exiting. Candles and/or open flames of any kind are not permitted in and/or around premises. Barbeque grills shall not be placed on porches, decks, or any closer than 15 feet from the premises.

Tenant agrees to not smoke in the premises. Tenant shall be required to pay for full replacement cost and not depreciated replacement cost of any item of furniture, fixtures, fittings, carpeting, or flooring that contains even one burn caused by smoking of any kind. Tenant shall pay for the full cost of refinishing hardwood floors that contain even one burn caused by smoking of any kind.

Tenant agrees to not store combustible materials in premises. Tenant shall not hang holiday lights against walls. Tenant shall not install electric extension cords. Tenant shall clean dryer lint trap after every load of laundry; excessive lint can be a fire hazard.

Tenant agrees to periodically check all smoke detectors and carbon monoxide detectors to ensure that they are functioning properly. Non working or unusual alarms shall be reported to landlord immediately. Failure to report malfunctioning smoke detectors and carbon monoxide detectors and/or intentionally disabling smoke detectors and carbon monoxide detectors shall be subject to a \$250 fine per occurrence. Smoke detectors and carbon monoxide detectors have a shelf life and need to be replaced periodically. Intermittent beeping of detectors indicates battery running low.

No claim for compensation shall be made by Tenant against Landlord for any inconvenience, annoyance, or economic or other loss arising out of repairs or improvements made to the premises or any portion thereof necessitated by fire or otherwise at any time.

#### **23. REPAIRS, MAINTENANCE:**

Tenant shall pay for repairs to the demised premises and/or for repair or replacement of its fixtures, appliances, furnishings and appurtenances, whenever damage results from any act or omission, misuse, or neglect of Tenant or their visitors. Tenant agrees that the fair and reasonable cost of such repair or replacement of its fixtures, appliances, furnishings and appurtenances, shall be determined on statements rendered by Landlord to Tenant and the sum so determined shall be paid to Landlord on the 1<sup>st</sup> day of the month following notice to Tenant from Landlord or from the security deposit, as so determined by Landlord. Repairs shall be made only by Landlord and shall be scheduled at Landlord's discretion. Tenant shall be charged for the cost of materials and a rate of \$50 per hour for all labor including \$50 per hour for travel time to purchase materials. Tenant shall be charged \$50 per occurrence for any bills and/or fines paid by Landlord on behalf of Tenant, when said bills and/or fines are Tenant responsibility.

During the lease term, Landlord shall conduct maintenance checks of the premises to determine if any maintenance and/or preventative maintenance needs to be done. Landlord shall provide Tenant with 24 hours' notice of such inspections. Should work need to be done, Landlord shall schedule and carry out

work at Landlord's convenience. Tenant shall be provided with 24 hours' notice. Should an issue of an emergent nature be discovered, Landlord may be required to conduct work immediately.

Landlord provides maintenance services **only** during business hours.

Tenant shall be provided contact information in case of emergency upon occupancy.

**24. OBJECTIONABLE TENANT BEHAVIOR AND OTHER RULES AND REGULATIONS:**

Landlord may terminate this agreement for Tenant violation of these rules and regulations, and/or Tenant violation of any other lease terms or for objectionable conduct including matters beyond "illegal conduct", as provided herein and at law.

If Landlord deems activities of Tenant objectionable, or, if Tenant fails to comply with any Rules & Regulations, or other terms of this lease (with the exception of non-payment of rent), Landlord shall give written notice of default stating the type of violation(s) and fourteen (14) days to cure (fix) the violation(s). If Tenant does not cure the violation(s) in the time stated or repeats the objectionable behavior, Landlord may terminate the lease with no less than fourteen (14) days' notice. The lease shall end on the date given in the notice. On or before that date, Tenant must leave the premises and return all keys to Landlord. Failure to do so shall result in Landlord commencing legal action against Tenant to remove Tenant from the premises, as well as enforcing any and all rights available.

**25. NOTICE UNDER ITHACA CITY CODE SECTION 258-10, RENEWAL OF RENTAL AGREEMENTS; NOTIFICATION TO TENANTS:**

Tenant and Landlord agree to waive the notice period required to renew the current rental agreement, show the premises to prospective new tenants or enter into a rental agreement with new tenants under Ithaca City Code § 258-10. The Landlord hereby gives Tenant notice that the premises covered by this lease agreement may be leased to new tenants, re-leased to existing tenants or otherwise shown for the purposes of leasing the premises as the date of the signing of this lease agreement. Tenant and Landlord agree that no additional or further notice is required or shall be given.

Notice is hereby given by Landlord, and such notice is hereby accepted by Tenant, that the Lease shall not be renewed at the end of the lease term stated in Paragraph 1 of the Lease. If Tenant desires to lease the same premises for a future lease term, Tenant may do so by separate signed agreement by all parties. Tenant further acknowledges that the rent for the leases premises may increase by more than 5% for future periods.

**OBJECTIONABLE TENANCIES:**

- Tenant and/or Tenant licensees, guests, or invitees shall not use the premises in such a way as to disturb the quiet enjoyment and peace of any other tenant or nearby resident, or in any other manner which the Landlord deems objectionable.
- More than 3 complaints in 1-month. Concerning activities of tenant or guests from any source;
- Tenant failure to allow Landlord to gain access to the premises
- Complaints occurring on or regarding the premises from law enforcement regarding noise, trash, or any other violations, including (but not limited to) illegal behavior or failure to properly maintain premises;
- Failure to notify Landlord of additional occupants or sublessees within 30 days of their occupancy;
- Incorrect, use of foul, abusive, or inappropriate language, behavior or gestures of violence or vandalism to Landlord and Landlord agents.

**OTHER RULES AND REGULATIONS:**

Tenant shall comply with all local, state, and federal laws and regulations.

Tenant agrees to comply fully with the following rules and regulations and agrees to comply with all rules and regulations as Landlord may prescribe on written notice to Tenant for the safety, care, neatness and cleanliness of the premises and the comfort, and quiet convenience of other occupants of the building and surrounding buildings.

(1) Tenant shall not make or permit any disturbing noises in or about the premises by themselves or others, nor do or permit anything by such persons that shall interfere with the rights, comforts or convenience of other occupants of the premises or of the neighbors. Tenant shall not play upon or permit to be played upon any loud musical instrument or music between the hours of 11:00PM and the following 8:00AM, nor operate any mechanical device at any time at a disturbing, annoying volume.

(2) Tenant shall not place furnishings, decorations, personal effects or unsightly or hazardous items including garbage and/or cigarette butts on or around the porches, balconies, gardens, walkways or other exterior structures pertaining to the premises. Only furniture provided by Landlord shall be permitted in the premises, on porches and in the gardens.

Tenant shall not move any artwork, accessories or furniture from the common space of the premises.

Upon surrender of the premises, all furniture must be in its original location; where it was located prior to occupancy. Should Landlord be required to move any furniture back into its original location upon surrender of the premises, a moving fee in the amount of \$250 shall be charged to Tenant.

Tenant shall not bring bicycles into interior of premises, nor place bicycles on porches or any other place in the front area of the premises.

Tenant shall not install cinderblocks or bricks into and/or around the premises.

Tenant shall not hang flags in and/or around the premises.

(3) Tenant shall not make any changes in or connections to the plumbing, heating, electrical, telephone or television cable system, nor install any major appliances including but not limited to washing machines, clothes dryers.

Tenant shall not be permitted to install refrigerator/freezers in the premises without Landlord written permission.

Tenant shall not be permitted to install air conditioners without Landlord written permission. Landlord must install any and all approved window air conditioners to ensure that condensate drains properly away from the building.

(4) Tenant shall not make alterations, structural changes or additions to premises, and shall not make attachments to walls, ceilings or facilities by any means whatsoever (with the exception of artwork) including but not limited to shelving, flat screen televisions, without Landlord written permission.

Tenant shall be charged for the cost of repairing broken windows caused by acts, omissions, misuse, or neglect of Tenant.

Tenant shall not use sticky tacks, tape, glue, large nails or any other materials to affix posters, decorations or any other items to walls, ceilings or surfaces of the premises and acknowledge that if any material other than small tacks are used, Tenant shall be responsible for the full cost of the wall, ceiling or surface repair, including painting. Small tacks only to be used.

Tenant shall not be permitted to paint any part of the premises. Any painting done by Tenant shall be repainted by Landlord (at Landlord's discretion) and the cost shall be charged to Tenant.

(5) Tenant shall not dispose of inappropriate materials such as but not limited to: grease, oil, coffee grounds, large wads of toilet paper, paper towels, fibrous materials, Q Tips, feminine products, or condoms down the toilet or drain. This is true even if the product package states that it is acceptable for disposal in household plumbing. Tenant shall be responsible for clearing blocked drains and toilets and any damages and cost to repair premises caused by overflow from same. Tenant agrees to purchase and use a toilet plunger if necessary. NEVER flush a blocked toilet. Water damage is costly to repair, especially if it affects an apartment below. Tenants shall inform Landlord immediately if any toilet continuously runs and/or if any faucet continuously drips. Landlord shall charge a minimum of \$75 per occurrence to plunge a blocked toilet, and a further \$50 per hour to free fixtures from blockages.

In the event Tenant clogs the main sewer line to the building, Landlord shall contract with a sewer line company to snake the line and cost of such work shall be paid by Tenant.

(6) Tenant shall not install door handles, locks, or padlocks to any doors in the premises. Landlord and emergency personnel must have the ability to enter every room, if necessary, in case of an emergency. Should Tenant lock themselves out of the premises outwith business hours, call a housemate (if applicable) or call a locksmith.

(7) To the extent not prohibited by any other law, Tenant who intentionally, negligently, or by any means causes the house, or any adjacent parcels, to be infested or otherwise affected by any bugs, roaches, bed bugs, insects, vermin, rodents, or other pest shall be subject to all actual and reasonable costs and damages incurred by Landlord in correcting said infestation, including any damages asserted by other tenants, other parties, or governmental agencies.

Tenant agrees to keep premises clean, particularly kitchens, and free of food particles as mice can be attracted to even crumbs. Landlord recommends Tenant purchase 'Have a Heart' live mouse traps.

The presence of small numbers of various insects is typical in the upstate New York region and shall be evaluated and addressed by Landlord based upon Landlord determination of severity of the issue. Cost of any remediation shall be borne by Landlord unless presence of insects shall be the result of any act or omission of Tenant.

Tenant and Landlord agree that Landlord shall not provide wildlife removal services in and around the premises due to Tenant negligence. This includes, but not limited to: leaving windows and doors open, improperly securing window screens, unsecured garbage in and around the premises and failure to notify Landlord of deleterious conditions. Tenant shall contact a wildlife removal expert at Tenant expense.

(8) Tenant shall store trash and recycling in the designated area for their premises or incur a fine of \$50 for each bag/container improperly placed. Tenant shall contact Landlord for information regarding the designated garbage area for the premises. Garbage and recycling must never be placed on the sidewalk for city pick-up. Tenant shall not store garbage in the premises.

Tenant shall be responsible for paying any garbage violation fines levied by the City of Ithaca. Leaving even 1 bag of garbage on the porch, plastic cups, recycling, inspectors shall cite a violation and a ticket with corresponding fine shall be issued.

(9) Tenant shall keep windows and storm windows closed during heating season. **Tenant shall not adjust radiator on/off valves.** Landlord shall balance the heating system and make any necessary adjustments for tenant comfort. Landlord shall maintain the heat between 68 degrees and 70 degrees Fahrenheit during heating season. Air conditioners must be removed when heat to the premises is turned on by Landlord. Tenant shall be fined \$250 per occurrence for tampering with any heating thermostat lockbox or radiator valve.

(10) Tenant shall maintain the premises in a neat and clean manner at all times. In addition to any other remedies herein contained, if in the sole discretion of Landlord there is a breach of this covenant, Landlord may give Tenant five (5) days written notice to comply with this provision and if Tenant fails to do so, Landlord may enter the premises, clean same, and charge Tenant for the expense of so doing.

(11) Tenant shall not keep animals, birds or other pets of any kind in or about the premises, not even for a brief period. Tenant shall pay an additional rent of \$300 per day for each animal kept in or about the premises in violation of this agreement.

