

and requiring no additional cleaning, painting or maintenance. If no set off time is taken, all tenants must sign a release form or renew their lease. Rent may be subject to increase in the event of renewal.

The leased premises:

 X is not serviced by a maintained and operative sprinkler system

 is serviced by a maintained and operative sprinkler system that was last maintained on / / and was last inspected on / /

All payments will be paid directly into the Landlord's bank account either online or in person. Checks are only accepted in cases where direct deposit, in-person or online payment is not possible.

Nonrefundable payment of last month's rent is due upon signing of lease unless stated otherwise herein. Security Deposit is due upon signing of lease. Monthly rent and any utilities or other fees not included in rent are due by the 1st of each month for the duration of the lease.

Notes and Additional Agreements:

TENANT(s)

1. Print name

email address

phone number

permanent address

3. Print name

email address

phone number

permanent address

2. Print name

email address

phone number

permanent address

4. Print name

email address

phone number

permanent address

5. Print name

email address

phone number

permanent address

WITNESSETH:

WHEREAS the Landlord desires to rent certain premises to the Tenant, and the Tenant desires to rent certain premises from the Landlord, and

WHEREAS the Landlord and the Tenant desire to enter into a written agreement of the lease to memorialize their mutual agreement as to the terms and conditions of such lease,

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements contained herein, the Landlord and the Tenant agree as follows:

1. PREMISES RENTED:

The premises that the Landlord hereby rents to the Tenant is described at the beginning of this lease.

2. TERM OF LEASE:

The premises are rented by the Landlord to the Tenant for a term commencing at noon on the first day of this lease term and ending at 8am on the last day of this lease term unless the term is ended sooner as provided elsewhere in this agreement.

3. RENT:

The total rent that the Tenants agree to pay to the Landlord for the premises for the term is due upon execution of this lease. However, for the convenience of the Tenants, this rent shall be paid by the Tenants to the Landlord in installments as outlined in the preceding pages of this lease. **Rent is always due by the first of the month regardless of lease commencement date.** Acceptance of partial payments from some Tenants does not relieve such Tenants from their liability for the entire rents or as to shares owned by other joint and several Tenants. On execution of this lease, Tenants agree to pay to the Landlord the security deposit unless otherwise agreed in writing; said payment to be considered a reservation fee due on execution until occupancy.

A late charge of 4% of the overdue rent will be assessed on the second calendar day of the month if any rent installment is not received by the Landlord on or before the second calendar day of the month. An additional 4% of the outstanding balance will be assessed if the rent remains unpaid after the seventh calendar day of the month. Said late charges shall become due and payable immediately upon notice, and if not so paid, may be deducted by the Landlord from the security deposit as added rent.

A charge of \$50.00 will be made by the Landlord for each check of the Tenants returned for any reason. If Tenants make payment of any rent installment in an amount less than that due, Landlord may accept same, but shall not be bound by any restrictive endorsement, or any statement, or otherwise to the effect that such payment is made in full satisfaction of the amounts then due. Notwithstanding such acceptance by the Landlord, the Landlord may avail himself of any other legal remedies he may have.

If Tenant makes any payments hereunder, and then fails to occupy the premises or fails to comply with any other term or requirement of this agreement, Landlord may keep any such payments as partial liquidated damages. Notwithstanding retention of such payments as liquidated damages, the Landlord shall have, in addition, any other rights afforded Landlord under this lease against the Tenant for breach of this lease.

In addition, if the security and damage deposit are required to be paid at the time of execution of this lease and are not paid at such time, or if such payments are to be made pursuant to an agreed upon schedule, and such payments are not made at the time set forth in such schedule, then the Landlord reserves the right at any time after such time by which such payments should have

been made, to give Tenant(s), or any of the Tenant(s), five days written notice, by certified mail, return receipt, that if the deficiencies in these amounts are not paid in full and received by the Landlord by the end of such five day notice period, then the Landlord may rent the demised premises to others and may retain any amounts paid to that date as partial liquidated damages and, in addition, may seek to enforce any other rights the Landlord may have against the Tenant, and may, in addition, terminate the lease.

4. SECURITY AND DAMAGE DEPOSIT:

The Tenant has agreed to give the Landlord the sum pursuant to the preceding pages of this lease. Tenant agrees that the security deposit may not be applied by the tenant as rent, and that the full monthly rent will be paid on or before the rent due date of every month including the last month of occupancy.

At all times, landlord is entitled to have the full amount of the security deposit stated on this lease.

Return of the security deposit is subject to the following provisions:

1. Full term of the lease has expired.
2. No damage to property, appliances, and furnishings beyond reasonable wear and tear.
3. Entire apartment/house, including range, refrigerator, bathroom, closets and cupboards are clean. All garbage, paper and debris removed. A minimum charge of \$100.00 will be made should the apartment/house, appliances and/or furnishings require cleaning by Landlord at the end of the lease term. The cleaning charge will be deducted from the Security Deposit.
4. No stickers, scratches or holes in the walls. Picture hooks/hangers/nails should be removed from the walls. Do not fill in small nail holes left from hanging pictures. The following may be deducted from the Security Deposit: \$.50 for every nail, tack, hanger, or hook that has to be removed. \$10 for every hole or sticker damage ¼ inch to ¾ inch in diameter. \$25 for every hole or sticker damage ¾ inch to 2 inch in diameter. \$50 for every hole or sticker damage 2 inch to 2 ft in diameter. Any hole larger than 2 ft will be priced by contractor estimate.
5. No delinquent rents or added rents or unpaid charges under lease agreement.
6. All original keys returned (see section on keys and locks for fees).
7. All furniture returned to the location as at the start of the lease.
8. Forwarding address left with landlord or his agent.
9. Apartments rented by room all tenants are responsible for keeping commons areas clean or landlord can have them cleaned and charge all tenants.
10. **Price to replace mattress because of stains or damage is \$500. It is strongly suggested that the Tenant puts a mattress cover on bed. The Tenant will have sheets on any mattress provided by the Landlord at all times.**
11. If any of the above conditions are not complied with, the applicable fines or cost of the labor and material will be charged to the tenant(s). The security deposit is returned by check and mailed to the tenants forwarding address or returned via another payment method. This is done within thirty days after delivery of possession of the leased premises and the keys are returned to the landlord at the end of the term of the lease. Landlord agrees that, subject to conditions listed above, the security deposit will be returned in full.

See SURRENDER/TURNOVER COSTS & PRACTICES of this lease document for further elaboration. **Tenant specifically agrees not to apply this deposit to the payment of any rent installment.**

5. LIABILITY FOR TAXES, UTILITIES, MAINTENANCE, Garbage dumpster.:

The Landlord shall pay any and all property taxes on the premises. The Tenant shall pay for all telephone and television cable fees on the premises unless otherwise stated elsewhere in this lease. Any additional costs shall be paid by and shall be the responsibility of the Tenant.

In houses or apartments in which Tenant pays utilities directly, the Tenant(s) in whose name the utility meter(s) is listed, will provide the Landlord with a signed *Customer Request for Service Form* which the Tenant will file with the utility company. Other documentation of the Tenant taking financial responsibility for the agreed upon utility meter(s) will also suffice. The Tenant will email the documentation to truerenewhomes@gmail.com as soon as the documentation is available. It is the Tenant(s) responsibility to maintain gas and electric utilities, in their name, for the full term of the lease. NYSEG 1-800-572-1111

The third party provider for gas and electric will be Ambit Energy, which guarantees a 1% annual savings when compared to the default provider NYSEG. If the utilities are in the Tenants' name(s), the **Tenant(s) will email photos, scanned images or copies of their entire first NYSEG bill to the Landlord and then confirm that they are Ambit customers via phone around one month after gas and/or electric service is established.**

If the Tenant is responsible for propane, they must contact Ehrhart Energy at 1-888-523-7186 to set up a propane account.

Where it is the Tenants' responsibility Tenant agrees to maintain a minimum temperature of at least 62 degrees Fahrenheit, in all areas of the residence, at all times (including long break periods) to prevent damage to the building and its systems. Failure to maintain such temperature will result in the Tenants' liability for any and all resulting damage. There will be a fine of \$500.00 for any thermostat that is tampered with locked or otherwise.

Where it is the Tenants' responsibility for snow and ice removal, all fines and/or costs to Landlord for non-removal will be passed through to Tenant(s) by direct invoice or subtracted from the lease security deposit. During the heating season all windows are to be closed and locked. All air conditions are to be removed from windows. **A charge of \$50 a day will be paid by the Tenant for every window left open or with an air conditioner in it after September 30 and before May 1.**

6. ADDRESSES:

All notices to be made to the Landlord shall be made at the address truerenewhomes@gmail.com; all notices to be made by the Landlord to the Tenant shall be made to the Tenant at either the email address provided by the tenant or the address of the premises rented by this agreement. Where there is more than one joint and several Tenants, notice to any one such Tenant shall be deemed and accepted as notice to all such joint and several Tenants.

7. JOINT AND SEVERAL LIABILITY FOR PERFORMANCE:

If there is more than one Tenant hereunder, each of the tenants jointly and severally agrees to pay the rent and any other charges under this agreement and to fully perform all the obligations of the Tenant hereunder. That is, each individual Tenant is

responsible to pay and agrees to pay the full amount of the rent and any other charges and to perform all of the obligations of the Tenant under this agreement, even if the other Tenants or some of them fail to make such payments or fail to perform such obligations. Landlord need not notify all Tenants of the default by any one Tenant as a precedent to taking any action permitted upon Tenant's breach or default.

8. PERMITTED USE AND OCCUPANCY:

The Tenant shall use and occupy the premises only as a residential dwelling for the named Tenant(s) only. For approved additional persons, there may be an additional fee. No other persons shall be permitted to live in the premises on a permanent or temporary basis, except pursuant to an assignment of lease or sublet as set forth in paragraph 9. Visits by guests are only permitted as long as such visitors' presence does not interfere with any other roommates' or Tenants' comfort and enjoyment of the premises and complies with all laws, rules, and regulations of any and all governmental agencies, departments, and bodies. Notwithstanding such provisions, the Landlord reserves the unqualified right in his sole discretion to limit or prohibit extended visits.

The Landlord can prohibit the use of any additional appliances for any reason. If approved by the Landlord, a charge will be assessed for extra refrigerators brought in by the tenant, as well as air conditioners, space heaters, etc. Violation of this clause is subject to \$100 charge per appliance per month.

9. ASSIGNMENT & SUBLEASING:

The Tenant may not transfer any of its rights under this lease to any other person or entity (ex: sublet the apartment) without the prior written approval and permission of the Landlord. Said approval and permission of the Landlord shall be in the sole and absolute discretion of the Landlord. Said approval and permission will not be unreasonably withheld. An administrative fee of \$100 will be paid by the Tenant for the Landlord interviewing, doing background checks, setting up the sublet agreement form and onboarding a subletter. Said administrative fee will be deemed additional rent. Tenant(s) agrees to provide Landlord with SUBLET INFORMATION AND AGREEMENT FORM, such document to be approved by, and filed with, the Landlord. All deposits made by the original Tenant(s) will remain on deposit with the Landlord until the end of the lease term. The rent is to be paid to landlord by tenant not sub tenant. **AirBnb or any similar short-term rental is not permitted.**

10. DELAYS IN VACATING; DAMAGES:

The Tenant will be responsible for and agrees to pay to the Landlord all costs incurred by the Landlord due to any delays by the Tenant, or any of the Tenants, in vacating the premises at the end of the term of the lease, including, but not limited to attorney's fees and court costs. Notwithstanding such provisions, the Tenant agrees not to remain in the premises after the end of the term of the lease without the written approval of the Landlord. The Tenant agrees that for each day that the Tenant, or any of the Tenants, stays in the premises after the term of the lease has expired, a charge of twice the prorated daily rent under the lease will be made, and the Tenant agrees to pay same. In addition, the Tenant agrees to pay any and all charges for housing the new Tenant(s) for the premises, during such time as the Tenants (or any Tenant) hold over beyond the original lease term.

Notwithstanding anything to the contrary contained in this section, the Landlord may accept any and all payments from the Tenant after the end of the lease term, and no new lease term will thereby be created. No new lease term may be created, except by written instrument signed by the Tenant and the Landlord. Any such payments received shall be applied to any and all charges permitted under this lease.

11. DAMAGE TO PREMISES:

If the premises are partly damaged by fire or otherwise, repairs shall be made by the Landlord as speedily as possible and without lapse or reduction of rent due and payable. However, if the premises are destroyed or so much damaged by fire or any other cause without any fault of the Tenant or his visitors, invitees, or licensees, as to render the premises unusable in the joint opinion of the Landlord and the Tenant, then the Landlord, at its option, may either a.) Forgive payment of the proportionate part of the rent due from the date of such damage to the date the premises are once again tenantable, or, in the alternative b.) may elect to terminate this lease by giving the Tenant five (5) days written notice thereof, in which case the lease shall terminate on the said fifth day and the Tenant shall surrender the premises on or before that day, and any future rent installments together with any unused portion of the security and damage deposit shall be refunded to the Tenant prorated to the date of such destruction or damage. No claim for compensation will be made by the Tenant against the Landlord for any part of the improvement in which the premises are a part at any time.

12. COMPLIANCE WITH LAW:

The Tenant agrees to comply with and to abide by all laws, ordinances, regulations, etc. of any and all governmental authorities, which may affect the premises. All fines imposed on the property will be passed on to tenants.

13. OPEN FIRES/COMBUSTIBLE MATERIALS PROHIBITED:

The Tenant agrees not to store any highly combustible materials nor permit any open fires. No candles burning on the premises. No cooking stoves, or appliances that burn fuel or fires are allowed on or near the building. At some properties grills are permitted, and any grill must be approved by the Landlord before using and must be kept in the approved location and used according to safety standards.

14. PERSONAL PROPERTY LIABILITY:

The Landlord shall not be liable nor responsible for any loss or damage to the personal property of the Tenant, their visitors, invitees, or licensees from whatever cause, excluding Landlord negligence. **The Tenant(s) is required to obtain personal insurance protection (ex: Renters Insurance).**

15. INDEMNIFICATION, HOLD HARMLESS, DEFEND:

The Tenant agrees to defend, indemnify, and save harmless the Landlord from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims and or judgments arising from injury to persons or to

property, occasioned wholly or in part by any act or omission of the Tenant, their invitees, visitors, employees, licensees, or agents. This provision means that the Tenant shall pay all attorney's fees and other costs to defend against any such claim or lawsuit and in the case the Landlord has to pay any judgment, settlement, or any other costs, the Tenant shall immediately pay to the Landlord the full amount of such judgment, settlement, etc.

16. ACCESS TO PREMISES:

The Landlord, its agent, and its invitees shall be permitted to enter the demised premises for inspection, repairs, remodeling and renovations after giving of notices, emergencies, and future leasing and sale, at reasonable hours, whether or not the Tenant is present. The Landlord shall, however, make an effort to notify the Tenant before showing the premises to other prospective Tenants.

17. BREACH OF LEASE BY TENANT:

If the Tenant fails to make any payment of rent or part thereof within five (5) days of the date it was due, or if the Tenant, or any one of the Tenants, if more than one, does not abide by or comply with any other part of this agreement, and if the Tenant does not correct the violation or comply within two (2) days after notice by the Landlord, or if a petition in bankruptcy is filed by or against the Tenant or any one of the individual tenants if more than one, or if any Tenant makes a general assignment for the benefit of creditors, then the Landlord may at its option end this lease on three (3) days written notice to the Tenant, after which three days this lease agreement shall automatically terminate and the Landlord may immediately re-enter and repossess the premises without further notice to the Tenant. The Tenant agrees in such case to vacate the premises at the end of said three-day period. The Tenant hereby authorizes any and all eviction proceedings by the Landlord against him without notice if the premises are not vacated by the end of said three-day period. Even though the lease has thus been ended, the Tenant shall remain liable to the Landlord for the total rent set forth in this agreement. However, the Landlord shall have the right to re-rent the premises to other tenants for whatever term and rent which to the Landlord seem reasonable. If the premises are so re-rented, the rent collected for the unused part of the term of this lease shall be used first for expenses of the Landlord in re-entering, repossessing, and re-renting the premises, and any surplus or deficiency remaining to be subtracted from or added to the amounts owed by the Tenant to the Landlord under this agreement.

18. SURRENDER/TURNOVER COSTS & PRACTICES:

The Tenant will give up to the Landlord the premises, its appurtenances and appliances, and any other personal property belonging to the Landlord at the termination of this lease by lapse of time or otherwise, in as good condition as when taken, excepting only ordinary wear arising from proper usage.

If the premises require additional cleaning after the Tenant(s) has moved out of and cleaned the premises, the Landlord will, at his discretion have the apartment cleaned to prepare it for the next Tenant. Landlord will deduct from Tenant's security deposit other charges at the rate of \$35.00 per hour. Landlord may further deduct from Tenant's security deposit other charges as may be necessary including, but not limited to, the cost of shampooing the carpets and sofas, and painting. If the unit and/or its

finishes and furnishings require cleaning, deodorizing, painting, or replacement due to smoke smell, soot, and/or smoke film, all such costs will be passed through to Tenant(s) by deduction from Tenant(s) security deposit and/or direct invoice. Painting will be charged at the rate of \$35.00 per hour, plus materials and supplies.

19. REPAIRS:

The Tenant shall pay for all repairs to the demised premises and/or for repair or replacement of its fixtures, appliances, furnishings, and appurtenances, whenever such repairs are necessitated by damage which results from any act or omission, misuse, or neglect of the Tenant, his invitees, licensees, or visitors. Tenant shall also pay for all repairs required as a result of any burglary that is not reported to the police within 24 hours of the time that the Tenant gains knowledge that a burglary has occurred.

The Tenant agrees that the fair and reasonable cost of such repair or replacement shall be determined by statements rendered by the Landlord to the Tenant for sums actually expended by the Landlord plus a 10% handling fee, or, in the alternative, a statement rendered by the Landlord for the estimated or anticipated cost of such repair, plus 10% handling fee, if the damage is ascertained by the Landlord before the end of the lease term. The sum so determined shall be paid by the Tenant to the Landlord upon demand therefore. The Landlord shall pay for all other repairs to the property.

20. KEYS & LOCKS:

Tenant shall not change locks or lock cylinders on doors, nor shall Tenant install new or additional locks on the premises.

Tenants will receive all original keys from the Landlord and will not make additional duplicate keys. The Tenant will be charged \$25, non-refundable, for each original or replacement or additional key which is not returned to the Landlord at the end of the lease term. If a key or keys are not returned at the end of the lease term, Landlord has the additional right to change the lock or locks on the premises (\$45 per lock), and make new keys at the Tenant(s) expense (\$30 per key), plus 10% administrative charge.

Tenant must give the Landlord at least four days' notice of Tenants' intention to pick up keys at the commencement of the lease term. All contractual financial obligations must have been met by all Tenants on the lease before any keys will be distributed.

Merely leaving keys with the Landlord at the end of the term does not, by itself, constitute surrender and vacating of the premises.

If staff is available, they may unlock your apartment if you are a Tenant named on the Lease and have ID available. However, **lost keys and lockouts are not an emergency, and if you cannot reach the Landlord you may contact a locksmith at your own expense.**

Pop A Lock (607-272-9535) is a lock Smith you can use. You must have proof of residence if you call a locksmith.

21. RULES AND REGULATIONS:

The Tenant for himself and for other persons in the demised premises with his consent, agrees to comply fully with the following rules and regulations, and the Tenant may be subject to termination as indicated in paragraph 31 herein:

a.) The Tenant shall not make nor permit any disturbing noises in or about the premises by himself or others, nor do or permit anything by such persons that will interfere with the rights, comforts, of others, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of neighbors. **The Tenant shall not operate any mechanical device including,**

but not limited to, radios, televisions, stereo systems, etc. at any time at a volume which is disturbing or annoying to others. No pianos, drums, or other musical instruments shall be played in the premises at any time at a volume which is disturbing or annoying to others.

b.) **No animals, birds, or pets of any kind shall be taken in or kept in or about the premises unless approved in advance by the landlord in writing. The landlord has full rights to refuse approval of any pet and must be asked before pet enters the property. If it is already been stated anywhere that pets are not allowed on the property, then that is the final decision. If a specific dog(s) is approved in writing by the landlord, renters must obtain renters insurance that covers liability for dog bites and dog damage.** If this clause is breached the Landlord may insist on permanent removal of the animal(s) and charge the Tenant for any extermination services, carpet or furniture cleaning or replacement, and/or any and all costs related to the existence of such animal(s). In addition, the Landlord may pursue all legal options available to him. The decision of the necessity for such actions and resultant costs are in the sole discretion of the Landlord.

c.) **The Tenant shall not tamper with, or attempt to disconnect or override, heat or smoke detection, or any other life-safety devices in, on, or about the premises. The Tenant shall not make any changes in, or connection to, the plumbing, heating, electrical, telephone, or television cable system. The Tenant shall not use electrical extension cords to expand electrical outlets or sockets. Surge protectors are allowed.**

d.) In properties where a dumpster is not provided, tenants are responsible for garbage and recycling removal, fees and any incurred fines associated with improper trash handling. Where a dumpster is provided, a fee of \$195.00 per Tenant for the year is payable at commencement of the lease. Where a dumpster is not provided, the Tenant(s) must purchase and properly use trash tags (which can be purchased in multiple locations). Garbage is to be wrapped and placed in covered garbage cans in compliance with all municipal requirements. **Tenant(s) must remove all garbage and refuse and place in refuse cans in specified areas. Tenant(s) will provide plastic containers in each kitchen of rental unit if one is not already present; garbage in paper or plastic bags will not be left on floors.** During vacation or intercession or any other period when garbage and trash has been allowed to accumulate and has not been disposed of, Landlord may inspect premises and remove garbage or refuse at Tenant(s) expense. Such expense to be calculated at \$60.00 per bag or equivalent mass, to include the cost of labor, truck charge, and dump fees.

Garbage is to be separated into recyclable and non-recyclable containers or as otherwise required by the municipality. Failure to comply will result in fines as determined by the municipality's law. Any fines and associated work, levied on Landlord due to Tenant failure to comply will be chargeable to Tenant and shall be payable immediately. Landlord may deduct same from Tenants' security deposit. **Recyclables are to be placed at the street curb according to a schedule or directions set forth by the Landlord. Empty bins are to be returned to the apartments according to Landlord's schedule or directions.** Tenant is advised that if the municipality institutes specific fees for garbage and trash pick-up, Tenant will pay such fees. If collection of fees is difficult to portion among individual Tenants (including those of other premises) each Tenant agrees to pay a pro-rata share. Landlord will remove garbage and collect cans upon Tenant(s) failure to do so and cost of same will be deducted from security deposit. Tenant(s) shall be liable for the cost of pest or vermin control caused by Tenant. Premises must be kept clean and free of vermin.

Garbage collection fees and/or any costs to the Landlord related to solid waste or recycling can be additionally charged to Tenant as added rent. Tenant(s) agree to make payment of such garbage/trash fee pursuant to page 1 of this lease or upon receipt of invoice.

e.) **Grease, oils, coffee grounds, Condoms, fibrous materials, sanitary products, refuse and rubbish of any kind, and caustic substances (Drano, Liquid Plumber, etc), must not be flushed down toilets or drains.** Tenant(s) agrees to be liable for damage to drains, pipes or sewer lines caused by his invitees or licensees. Tenant is responsible for plunging their own toilet if it becomes clogged and for notifying Landlord if plunging does not correct the problem.

f.) No radio or television wires cable dishes or aerials shall be installed on the roof or exterior walls of the building.

g.) **The Tenant shall make no changes or alterations, decorations, structural changes, or additions to or in said premises, and shall not make any attachments to the walls, windows, ceilings, or facilities by any means other than thin nails, push pins, or thumb tacks. Use of adhesives is prohibited.**

h.) No refuse, furnishings, personal effects, or unsightly or hazardous items of any kind shall be placed on the exterior of the premises or on the windows, porches, balconies, or other exterior structure pertaining to the premises. The Tenant shall neither place nor permit any object or person, animal, or other thing on the fire escapes. Fire escapes, if any, shall be used only for egress in the case of emergency.

i.) The Tenant shall keep the premises in a clean and sanitary condition, and shall return the premises at the end of the lease term in a clean and sanitary condition. Tenants or tenant shall not obstruct or litter the halls, stairs, porches, walks or yards. Tenants will not go on any roof or place furniture on any roof or a fine of \$300.00 will be imposed.

j.) Cars and other vehicles shall not be parked on the lawn or any other place not specifically designated for parking. Mechanical work on motor vehicles and washing of same is prohibited.

k.) At properties where parking is provided, parking is neither guaranteed in front of one's unit, nor elsewhere. Parking is allowed only in designated areas and a vehicle found in any other area is subject to towing at owner's expense, without notice. There must be fire fighting equipment access to the buildings at all times.

l.) The Tenant(s) shall notify the Fire Department at 911 immediately if a fire is detected. Also notify the Landlord at 607-354-1101 as soon as is practicable.

m.) The Tenant(s) will test all smoke detectors on a monthly basis. **It is Tenant responsibility to report all non-working smoke detectors and CO2 detectors to the Landlord. Disabling a smoke detector(s) and/or CO2 detector(s) is prohibited (and dangerous).**

n.) Tenant(s) will notify Landlord of conditions requiring repairs. Tenant(s) will be liable for cost of repairs as necessitated by damage caused by failure to report these needed repairs to the Landlord.

o.) **No smoking or candles permitted in the apartment, in the apartment building, or on the apartment grounds. Fines will be given to violators. In some cases a smoking area outside of the building may be approved by the Landlord, but this must be negotiated before smoking is allowed.**

p.) Landlord does not provide screens or shades other than those now existing in the apartment/house. **Landlord does not replace light bulbs upon burn out.**

Q.) Notice is hereby accepted by all parties to this lease that landlord expressly reserves the right to

- a) renew this lease
- b) show the residential unit to prospective new tenants
- c) enter into a lease with new tenants

at any time during the term of this lease upon reasonable advance notice. Tenant expressly waives, to the fullest extent allowed by law, any and all legal limitations on the period during or manner by which landlord may perform any of the aforementioned actions, including and not limited to the provisions of proposed Section 258-3 of the Ithaca Municipal Code as such proposal exists in April 2013, and including any enacted, re-codified or amended version of such legislation in effect as of the time of this lease.

23. SUCCESSORS:

Unless otherwise stated, in this agreement, this lease shall be binding upon all who succeed to the rights or take the place of the Landlord or the Tenant.

24. SUBORDINATION OF LEASE:

This lease shall be fully subordinate to the mortgage or any ground lease covering the demised premises and/or any future mortgage or ground lease and shall not require the lender to grant a right of non-disturbance as a condition for subordination of the lease without the express written consent of the lender. The Tenant agrees to execute any and all documents to effectuate the provisions of this paragraph within two days of request.

25. QUIET ENJOYMENT:

The Landlord agrees that so long as the Tenant fully performs all the obligations required of him hereunder, then the Tenant may peaceably and quietly have, hold, and enjoy the premises for the term of this lease agreement. "Quiet Enjoyment" does not mean that the neighbors will not make noise or otherwise disturb you. It does mean that your use and occupancy will not be interfered with by others claiming the right to use and possess the premises during the term of the lease, so long as you are not in default.

26. COMMENCEMENT OF TERM:

If through circumstances beyond the Landlord's control, the Landlord is unable to give the Tenant possession of the premises on the date set as the commencement date of the term, the Landlord shall not be liable for any damages to the Tenant and this lease shall continue in full force and effect and possession of the premises will be given as soon as reasonable convenient to the Landlord. Notwithstanding such delay, the term of the lease will nonetheless end as previously stated. In case of such delay, however, the Landlord will allow the Tenant a pro-rata abatement of rent.

If at the commencement of the term of the lease, there remains painting or minor repairs still to be completed, the Landlord may give the Tenants possession and will complete such painting and minor repairs when convenient to the Landlord. There will be no abatement or diminution of rent in such case.

27. STORAGE; PERSONAL PROPERTY LEFT ON PREMISES:

All personal property placed in storage on the premises shall be clearly marked with Tenant's name. The Tenant assumes all risk of loss of any such personal property stored anywhere in the demised premises or its immediate vicinity. Any such personal property not so marked with the Tenant's name or left in storage after termination of this lease, shall be deemed trash, and the Landlord may dispose of same as he sees fit without further notice or obligation to the Tenant.

Any personal property brought onto the premises which shall not have been removed at the termination of this lease, shall be deemed to be abandoned property and may either be retained by the Landlord as their property, or may be disposed of by the Landlord in any manner the Landlord deems appropriate.

28. VENUE OF ACTIONS:

The parties to this lease agree that any action or judicial proceeding involving or arising from this lease may be brought only in the courts of the County of Tompkins, State of New York. The parties further agree that no other venue is proper. If either party brings any action or judicial proceeding involving or arising from this lease in any court other than a court in Tompkins County, New York, the other party shall be entitled to dismissal of such matter from such other court and/or removal to a court of competent jurisdiction in Tompkins County, New York. In such cases, the party who initially brought any action or judicial proceeding involving or arising from this lease in any court other than those in Tompkins County, New York, shall pay to the other party all legal costs, including, but not limited to attorneys fees, filing fees, service fees, and disbursements, incurred in having such action for judicial proceedings dismissed or removed.

29. ATTORNEYS' FEES, OTHER FEES:

If any lawsuit, action, or other proceeding is brought under this agreement or to establish the rights, duties, obligations, or liabilities of any party to this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and legal costs and disbursements. Any attorneys' fee, legal costs and disbursements incurred by the Landlord in seeking legal assistance to secure monies due or to become due, such as rents or charges for damages, or any other charges hereunder, will be chargeable to the Tenant and may be deducted from any deposits or other monies of the Tenant held by the Landlord to the extent such monies are available. Tenant further agrees to be liable for any fines or penalties for violation of applicable law and municipal codes, ordinances, and regulations, when such violations are attributable to Tenants or their guests. Any such actions will be held in Tompkins County NY.

30. DISPUTE RESOLUTION:

If any lawsuit, action, or other proceeding is brought under this agreement or to establish the rights, duties, obligations, or liabilities of any party to this agreement, the Landlord and the Tenant hereby absolutely and irrevocably waive their rights to trial of any and all issues by jury, and agree instead to submit to the judgment and decision of the presiding judge or justice.

31. OBJECTIONAL TENANCIES:

The Landlord may terminate this lease agreement for tenant's violation of lease terms, or for objectionable conduct (including matters beyond "illegal" conduct")

Objectionable Tenancies: A Tenant, its 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.

Indications of objectionable tenancy are included in the list below, but this list is not considered to be exclusive:

- a. Tenant or occupant has given false/incorrect information on the rental application;
- b. Landlord may terminate tenancy for two late payments within a four month period;
- c. More than three complaints in a one-month period concerning activities of Tenants or guests;
- d. Tenant failure to allow Landlord to gain access to the property;
- e. Complaints occurring on or regarding the property from law enforcement regarding noise, trash, or any other violations, including (but not limited to) illegal behavior or failure to properly maintain premises;
- f. Storage of unlicensed vehicles without a permit and Landlord permission;
- g. Failure to notify the Landlord of additional occupants or sublessees within thirty days of their occupancy;
- h. Threats, use of foul, abusive, or inappropriate language, behavior or gestures violence or vandalism to Landlord or their agents or family members;
- i. Additional Objectionable Tenancies: _____

If the Landlord deems activities of the Tenant to be objectionable, or, if Tenant fails to comply with any other terms of this lease [with the exception of non-payment of rent], Landlord will give written notice of default stating the type of violation(s) and ten days for curing (fixing) the violation(s). If Tenant does not cure the violation in the time stated or repeats the objectionable behavior, the Landlord may terminate the lease with no less than ten days notice. The Lease will end on the date given in our notice to you. On or before that date you must leave the premises and give use the keys or we will bring legal action against you to remove you from the property, as well as enforce any and all other rights available.

A violation of any of the conditions of this agreement shall be sufficient cause for lease termination and eviction from said premises or other legal action, and Tenant(s) agree to pay all costs of such action, including such reasonable attorney's fees as may be fixed by the court, and will be owed as "Added Rent".

32. ADDED RENT:

Charges for late payment of rent, utilities, solid waste fees, damages, bad check charges, legal fees (as defined in paragraph "20" below), utility reimbursements due to landlord or agent, garbage, recycling fines or fees, repairs, pet fees, and /or any other additional fees incurred by tenant(s) pursuant to any provision of this lease, due to tenant negligence, misconduct, or otherwise, shall be deemed to be additional rent to be paid by Tenant(s) to the Landlord on the 1st day of the month following notice to Tenant(s) of such additional assessments or expenditures.

33. PEST PROTECTION FOR YOU AND THE PROPERTY

Our goal is to maintain a high-quality living environment for our residents. It is important that we work together to prevent the infestation of bed bugs. While the presence of bedbugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This section contains important information for you and sets forth responsibilities for both landlord and tenant.

Prior Infestation – Landlord agrees that we are not aware of any current infestation or presence of bedbugs in the unit. If there was a prior infestation, it has been professionally treated by a pest control professional.

Infestation during tenancy – Tenant must report any bed bug infestation and or/ problems with the leased premises as soon as it is noticed.

Tenant agrees that they are not aware of any bedbug infestation or presence in any of your furniture, clothing or personal property and possession and have fully disclosed to the Landlord of any previous bedbug infestation which you may have experienced.

Duty to report – Tenant must report any signs of bedbugs immediately and in writing. Do not wait. Even a few bedbugs can rapidly multiply to create a major infestation. When an infestation is caught early, treat is often much quicker and less disruptive.

Tenant Cooperation - Tenant and guests of Tenants agree to cooperation with the Landlord in all efforts and course of actions required to erase and control any bedbug infestation. Tenant's full cooperation shall include but is not limited to; immediately reporting any bedbug infestation to the Landlord, and permitting any entry to complete any inspections, pre-treatment and treatment to eliminate any bedbugs. Tenant understands that evacuating the leased premises during and after treatment for a specified time frame may be necessary. Tenant will follow all directions and perform any critical actions to comply with all the post treatment requirements to keep the leased premises pest free and minimize any re-infestations.

If during the term of your tenancy bed bugs appear in the leased premises and a pest control professional determines that the bedbugs originated in your unit, tenant acknowledges and agrees that all necessary treatments for your apartment and other units that may be affected as a result, as well as any additional costs, expenses and losses will be at the tenants expense.

Indemnification - Under no circumstances shall the Landlord and or agents of the Landlord be held responsible for any of the Tenant's losses, damages and expenses including special, consequential or punitive arising out of the bed bug infestation, inspection or treatment. Additionally, Tenant agrees to indemnify and hold harmless the Landlord, its agents and employees from any actions, claims, losses damages, and expenses, including, but not limited to attorney's fees that the Landlord may incur as a result of a bedbug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Landlord.

Failure to promptly report bedbugs, failure to comply with treatment instructions, or any other violations of any other provisions of this section shall be a violation of this lease agreement. Said Violations and breach constitutes grounds for eviction, and/or termination of occupancy, and/or subjects Tenant to all other damages, costs, legal fees and expenses as stated in your lease and/or Tenant to all other damages, costs, legal fees and expenses as stated in your lease.

34. WHOLE AGREEMENT:

This agreement is the whole, entire, and final agreement with respect to the lease of the subject premises and nothing said by the Landlord or the Tenant either before or after execution of this lease is or will be binding on either party. Any and all changes to this lease must be written and signed by both the Landlord and the Tenant to be valid and binding.

The Landlord may, from time to time, issue memoranda to advise Tenants of policy, procedure, and/or rule additions or changes to facilitate more comfortable or efficient residency. Tenants will be required to accept these memoranda as extensions of the lease document.

I (we), the undersigned, fully understand and agree to this entire lease.

Signature of AGENT for the LANDLORD

1. Print name

Sign name

2. Print name

Sign name

3. Print name

Sign name

4. Print name

Sign name

5. Print name

Sign name

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead warning statement: housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive the federally approved pamphlet on lead poisoning prevention.

(<https://truerenewhomes.com/lead-info/>)

Lessor's (Landlord) Disclosures:

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing

(explain): _____

_____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Records and reports available to the lessor

_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing

_____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Lessee's

Lessee's (Tenant) Disclosures:

_____ Lessee has receive copies of all information listed above

_____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home

By signing this lease, lessee acknowledges they have received copies of all information listed above, and the lessee has received the pamphlet Protect Your Family from Lead in Your Home: <https://www.epa.gov/lead/protect-your-family-lead-your-home>

Landlords Acknowledgment:

_____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge that the information they have provided is true and accurate

Landlord/Agent signature and date:

Tenant signature and date:

NYSEG Shared Meter Agreement

(Disregard this page if you are not invited to sign it. This agreement only applies to certain properties.)

This agreement is between True Renew Homes, the management of this residential property and _____,

the tenant(s) living at _____

Both parties agree that the electric (and/or natural gas) meter for this stated location is a shared meter because it measures energy used outside of the tenant's dwelling unit, and that the following condition exists:

_____ **Minimal Electric or Natural Gas Shared Usage**

The energy used by the landlord, other tenant(s) and/or a third party is less than 75 kWh per month or 5 therms per month

_____ **Extraordinary Repair Costs**

The costs of eliminating this shared meter condition are greater than four month's worth of rent for the tenant's dwelling unit (a copy of the lease agreement & contractor's estimate is required)

_____ **Legal Impediment**

Zoning laws, historical significance or other legal restrictions prevent separate metering, wiring or repiping needed to correct this shared meter condition.

Notes: _____

The landlord or management of this property further agrees to reimburse the tenant for the shared usage portion of their electric (and/or natural gas) bill by either reducing the tenant's monthly rent, giving the tenant cash or a check or compensating the tenant in some other manner. In light of this compensation, the tenant agrees to place (or keep) the shared meter's account in their name. This agreement is mutually accepted by both parties and remains effective for the duration of the tenant's lease.

Landlord signature and date:

Tenant signature and date: