



Heritage Park Town Homes, Inc.

308 Madison Street

Ithaca, NY 14850

P: 607-277-6260

F: 607-277-0773

www.Perfect-Heritage.com

Lease Agreement

NAME:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Heritage Park Townhomes, Inc.(Landlord), through its manager, Ronald Ronsvalle, hereby leases Apartment/House No. _____, Located at _____, _____, NY _____ to the above named Tenant (s) for a term of _____ months, commencing at 12 Noon _____ and ending at 12 Noon _____. This Lease shall remain in force until the end of the term specified unless sooner terminated by Landlord as set forth in this Lease Agreement. The premises shall be used by _____ persons and no other persons other than the number of persons specified above shall occupy the premises without the consent of the Landlord. The above-named Tenants each agree to the following lease terms:

- 1. Rent for said period is \$ _____, payable in monthly installments of \$ _____, except as noted at (3), (4), and (5). **Rent is due on the FIRST DAY of each month in advance.** Please **make rent check payable to RONALD RONSVALLE** and **mail to 308 Madison Street, Ithaca, NY 14850.** (Indicate your street number and unit number of your check.)
- 2. Rent due no later than the 5th of the month, if rent is paid before the 5th day of the month a discount of \$200.00 will apply. Landlord MAY but is NOT REQUIRED to give Tenant notice that rent is late and a late charge is imposed and must be paid within 10 days. A Service charge of \$30.00 per check will be made for any returned checks and must be paid within 10 days.
- 3. First month's rent is due and payable on or before the first day of this lease.
- 4. Last _____ month's rent is due and payable at time lease is signed in the amount of \$ _____. This can be applied ONLY to the last _____ month of this lease.
- 5. A Security Deposit is due when the lease is signed in the amount of \$ _____. This deposit shall be refunded within a reasonable time, no later than thirty (30) days from end of the lease term in accordance with the Security Deposit Agreement attached to this lease and made a part of it. **NOTE: SECURITY DEPOSIT CANNOT BE USED AS PAYMENT OF RENT.**

Housing Locations: 9 & 13 Milliken Station Road Extension /111 Queen Street/302 Madison Street/107-109 S. Titus Avenue/1259-1263 Warren Road/688-694 Ridge Road/158-162 Troy Road/

515 N. Aurora St./ 1024 N. Tioga St./1768 Ellis Hollow Rd./413 E. Lincoln St.

6. Ithaca law and New York State Law require that the premises be occupied as the functional equivalent of a family and therefore tenants or sub tenants agree to share the entire dwelling unit and live together and cook together as a single housekeeping unit and tenants agree that they are not separate roomers or boarders.

The tenants agree to share expenses for food, rent or other ownership costs, utilities and the like.

The bedrooms are large and spacious but only one tenant or sub tenant shall be allowed to occupy any one bedroom. The tenants submit that they are a permanent and stable unit and will use the address at _____ for mail and use that address for other indicia legal residency.

The tenants agree to a common ownership of furniture and appliances among the members of the household and it is their intent not to be deemed transients but intend to be residents of the Town of Ithaca for at least the next one year period.

7. Tenants are Responsible for the Snow Shoveling and salting of Steps and Sidewalks.
8. All Carpeted areas in the Unit must be Steam Cleaned after move out prior to the return of the Security Deposit.
9. No signs, advertisements or illumination, other than domestic lighting shall be exposed from any window or other part of the building. No outside antennas may be installed by the Tenant.
10. Laundry shall not be hung outside of the apartment. No foodstuffs, animal food, bicycles, baby carriages, or other items shall be placed on the exterior of the leased premises, or in any common area, including but not limited to walkways, porches, or decks.
11. No television or telephone cables may be moved by the Tenant or his/her agents, except with prior written consent of the owner and under the direction and supervision of the Owner and Utility Authority.

12. Utilities:	Cooking Gas:	<u>Tenants Pay all Utilities</u>
	Electric:	<u>Tenants Pay all Utilities</u>
	Heat:	<u>Tenants Pay all Utilities</u>
	Hot Water:	<u>Tenants Pay all Utilities</u>
	Water & Sewer:	<u>Tenants Pay all Utilities</u>
	County Solid Waste Fee:	<u>\$56.00 Annually. Payable with first month's rent</u>
	(Recycling)	This charge is non-refundable.

If Tenant pays utilities to NYSEG (New York State Electric & Gas Corporation), it is Tenant's responsibility to arrange for service to be put in own name and turned on when lease begins, and transferred back into the name of the Owner when lease expires. (607-347-4142 or 1-800-572-1111) If Tenant is reimbursing Landlord for any utility bill, the procedure is as follows:

- a. Landlord will mail a statement of amount owed to tenant;
- b. Tenant will reimburse to Landlord the statement amount;
- c. Payment is due to Landlord within 30 days of date bill received;**
- d. A monthly finance fee of 1.5% will be charged for all overdue bills
- e. For multiple unit properties with one meter the utilities are split evenly between the units.
- f. Heritage Park Town Homes has the legal right to shut off any utilities 30 days or more overdue with proper notice to the tenant. This includes but is not limited to propane and water.

Cable television and telephone are to be arranged for and paid by Tenant directly with the providers of these services.

13. A minimum of \$20.00 will be deducted from the Security Deposit for each key issued and not returned at the end of the lease. If all keys are not returned, Landlord may change locks at Tenant's expense. Replacement keys during the term of this lease will incur a \$5.00 charge per key.
14. If Tenant locks himself out of apartment/house, there is a \$25.00 fee for Landlord or his manager to open the dwelling, payable at time of opening. (Tenant may borrow a key from Heritage Park Town Homes, Inc. office Monday-Friday, 8:30 am—5:00 pm, if key is returned, there will be no charge for this service.)
15. Tenant MAY NOT change locks on doors, or install new locks. This includes ALL interior doors. Locks may not be put on bedroom doors without permission from the landlord. Landlord must be given a copy of the key for any extra locks. If Tenant requests a change of locks, Landlord will arrange for same, with cost thereof to be paid by Tenant.

16. Tenant may not tamper with, alter or disconnect the power supply of any smoke or heat detection device. A minimum charge of \$50.00 will be made against any Tenant who violates this section.
17. A minimum charge of \$50.00 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. The tenant will be charged \$35-\$50 Hr. for any repairs or maintenance issues that need to be addressed.
- 18. If lease is executed by more than one person as Tenants, all persons named shall be bound to the lease terms collectively and individually.**
19. The apartment shall be used as living quarters only for the above-named Tenant (s). A charge of \$200.00 monthly will be made for each additional person occupying premises with Tenant for more than five days per month.
20. Tenant must obtain Landlord's written permission to assign or sublet the apartment. The Tenant named in the lease remains responsible for the terms of this lease when subletting. The Security Deposit is not refunded until the end of the lease term.
- 21. The Landlord may terminate the lease agreement for Tenant's non-payment of rent or utility charges or for habitual late payment of these or unacceptable and/or illegal behavior.** If Landlord elects to terminate this lease, Tenant must vacate the premises immediately after notice.
- 22. Tenant will pay for all damages to premises, appliances and furnishings caused by himself, his guests or others not under the Landlords control. Only one person per tenant is allowed to visit at any time unless approved by landlord.**
23. Any Maintenance issues or damage to the unit upon a tenant moving in must be submitted to the landlord in writing by mail or email within one week of lease start date. Any maintenance issues or damage found at the end of the lease that were not submitted to the landlord will be charged to the tenant moving out.
24. Tenant is responsible for rent as stated in paragraph 1 above for the full lease term. Installment payments are for the Tenant's convenience. Tenant MAY NOT withhold rent for any reason. Rent is to be paid in full without any deduction or offset. If Tenant breaches this lease, Tenant will also pay the Landlord's reasonable attorney's fees and costs. Any legal action shall be instituted in the courts of the State of New York and the County of Tompkins, and not elsewhere.
25. At the end of the lease, any property left behind will be deemed abandoned, and removed by the landlord as they see fit without liability to the landlord and tenant will be charged for removal.
26. Tenant is required to maintain adequate heat in the winter to prevent pipes from freezing and to maintain a 55-degree thermostat setting to prevent damage during vacation periods. If Landlord pays for heat, Tenant must keep windows closed during the heating season. Violation will result in a \$25.00 charge for each violation. Any problem with heat must be reported immediately to Heritage Park Town Homes Office. Un-vented heaters, kerosene heaters, or space heaters are illegal in the city of Ithaca and are prohibited in any room, apartment or building.
27. Tenant is responsible for damage from wind, rain, snow or freezing temperatures caused by leaving windows and doors open. Tenant is also responsible for plugging of sewer or drain pipes, and any overflow resulting there from, caused by Tenants or guests.
28. Tenant will reimburse landlord for any and fees paid to exterminate bedbugs, cockroaches or any other parasite in the unit that is the fault of the tenant. This does not include any bugs that may normally be found such as spiders or bees.
- 29. Tenant shall not play musical instruments, radio, TV, or stereo loud enough to be heard by other Tenants or neighbors. Tenant agrees to respect the rights of his neighbors. Tenant may not play music outdoors. Tenant will not have any loud parties which disturb any neighbors. There will be an automatic \$1,000.00 fine for any loud parties which disturb neighbors, require police to be called or cause a disturbance in any way.**
30. Tenants are responsible for **purchasing and using trash tags** and must establish trash service with Casella Waste Services. Tenants are responsible for separating and following Tompkins County Recycling Code. Tenant shall **store garbage in metal or plastic containers. Garbage must be put in designated area and carried to curb no sooner than 2:00 pm the day prior to pick up, nor later than 5:30 am on collection day.** Laws pertaining to recycling and garbage regulations may be obtained at the Heritage Park Town Homes office. Tenant shall be liable for City fines imposed on violations of garbage or recycling rules. **Containers must be returned to garbage area promptly after pick up.** Tenant is responsible for maintaining a designated garbage storage area in an orderly manner. Violation of any provision of this section will result in **a minimum charge of \$25.00 for clean up** by Landlord.

31. In non pet units no pets of any kind are allowed in the apartment or building at any time. Animals found in apartment will be removed and disposed of by Landlord. A minimum charge of \$500.00 will be made for any violation of this covenant. This includes visiting pets.
32. In units where pets are allowed, there is a \$500.00 non-refundable pet fee per pet. All Dogs, **WITHOUT EXCEPTION**, must be on a leash at all times. Any fecal matter must be cleaned up immediately. Any tenant who does not adhere to this policy will be fined \$100.00 for each infraction.
33. Tenant shall not obstruct or litter halls, stairs, porches, walks or yard. Tenants shall not go out upon roofs of the building. Waterbeds are prohibited.
34. There is no smoking allowed in any unit as of February 1, 2013. Smoking will be allowed outside the unit in an area where it is not infringing upon the neighbors right to a clean environment. NO cigarettes, cigars etc. are to be put out on the ground or any part of the building including patios and decks. All butts must be in ashtrays or thrown away after assuring they are completely out. Any tenant found to be smoking will be responsible to pay for any and all remediation required to remove smoke smell from the unit or damage from smoking (including but not limited to: Yellowing of walls, ceilings and trim; burn marks anywhere in unit, smoke damage) done to the unit.
35. The Landlord or his manager may, upon reasonable notice if possible (landlord may not be able to give 24 hours notice), enter the apartment for purposes of inspection, repair and maintenance, or to show premises.
36. Landlord shall not be liable for any loss or damage to Tenants property by fire, theft, water rain or other causes. **It is required that Tenant purchases a Tenant's Homeowners Insurance Policy, listing Heritage Park Town Homes, Inc. as an additional insured. Copy of such policy to be forwarded to the rental office.** Certificate of Insurance required prior to tenant taking possession of premises.
37. **If Landlord is unable to deliver the apartment/house for occupancy at the beginning of the lease term for any reason, including but not limited to, a determination by any board, commission, tribunal, court or other entity having jurisdiction that the apartment/house may not be rented to the Tenants for any reason, the landlord shall not be held liable and rent shall not be owed until the apartment/house is available for occupancy, or at the option of the Landlord, the Security Deposit may be returned and the lease terminated with no claims or rights of action against the Landlord for such termination.**
38. Apartment is rented in "AS IS" condition. Tenant agrees he has inspected the apartment/house and finds it satisfactory.
39. All maintenance problems **MUST** go through the office if during office hours. If Tenant has problems with plumbing, appliances, or any other maintenance issue they agree to notify Heritage Park Town Homes in writing via email at customerservice@perfect-heritage.com or by U.S. Postal Service. **In an emergency only situation during non business hours**, Tenant may telephone **Gary Smith, Maintenance, at 229-9173**, Garth McMillen Electric, at 273-8084, Dick Smith plumbing /heating at 351-5624. The Heritage Park Office shall be notified no later than the next business day of such calls. Payments to contractors other than those listed will be the responsibility of the Tenant.
40. The leased premises is/is not serviced by a maintained and operative sprinkler system that was maintained on _____ and was last inspected on _____
41. Tenant agrees to maintain apartment/house in a neat and clean condition. If this covenant is breached, Landlord may enter premises, clean it and charge Tenant for cleaning.
42. Parking, where available, must be arranged for separately with Landlord. Unauthorized or incorrectly parked vehicles will be ticketed and towed at the car owner's expense. No parking is allowed on the grass or between the sidewalk and the apartment building.
43. Major appliances not provided by landlord (air conditioner, washer, dryer, etc.) may not be used without prior verbal permission from Landlord. Violation of this provision will incur a fine of \$50.00 for each month of the violation.
44. Tenants will not be permitted to have pools, trampolines, or other outside equipment without written permission from Landlord or his manager.
45. **No painting walls, or furniture or making permanent improvements (such as built-in bookshelves, loft beds, etc.).** Tenant is liable for damage to walls and surfaces marred by plant hangers, shelving units, shelves, nails, tacks, pins or tape, other than small nail holes.

46. Furniture must not be moved to another apartment or used outside of apartment/house (on porches, in yards, etc.). Tenants must arrange with Landlord for removal and storage of unwanted furnishing at Tenants expense.
47. Landlord does not provide light bulbs, lamps, window cleaning service, storm windows or screens, replacement window shades, or curtain rods, other than those existing in apartment/house at start of lease.
48. Grease, oil, coffee grounds, food, fibrous material, tampons or any other foreign object must not be flushed down toilets or drains. Tenant is responsible for blockage to sewage or drainpipes, and any overflow from same.
49. This is the entire agreement between the parties; there are no representations or agreements other than the Security Deposit Agreement attached to this lease. Changes in this lease are effective only if in writing and signed by both parties. Tenant agrees Landlord may correct typographical and clerical errors in this Lease Agreement. A copy of the corrected agreement will be provided to Tenant.
50. Tenant agrees to abide by the Security Deposit Agreement attached to this lease.
51. If any term in this lease is found to be null and void, it shall not affect the validity of any other term in this lease. Tenant agrees that he has had an ample opportunity to read this lease, understands its provisions, believes them to be fair and reasonable, and agrees to comply with each such provision.
52. If Tenant moves out before the expiration of this lease, and Landlord or Manager re-rents the apartment, it is the responsibility of the original Tenant to pay to the Landlord a \$500.00 administration fee payable upon the signing of the sub-lease. The Tenant is responsible for full amount of lease until unit is sub-leased.
53. This lease agreement is hereby executed and entered into this:

_____ day of _____, 20_____.

Landlord/Manager: _____

Tenant (s):

- | | |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |



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Ithaca, NY 14850

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Security Deposit Agreement

Tenant agrees that this 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 in this lease.

Return of the Security Deposit is subject to the following provisions:

1. Full term of lease has expired.
2. No damage to property, appliances, and furnishings beyond reasonable wear and tear.
3. Entire apartment, including range, refrigerator, bathroom, closets and cupboards are clean. All carpets have been steam cleaned. All papers and debris removed from unit and storage when applicable.
4. No stickers, scratches or holes in walls. Small nail holes are permitted.
5. No delinquent rents or unpaid charges under the lease agreement.
6. All keys and garage door openers are returned.
7. Forwarding address left with Landlord or Agent.

If any of the above conditions are not complied with, the applicable fine or cost of labor and materials will be charged. The security deposit is returned by check mailed to Tenant's forwarding address. This is done within a reasonable period of time after delivery of possession of the leased premises and the keys to the Landlord at the end of the term of the lease. The check is addressed jointly to all persons who signed the lease, regardless of whose money was deposited, unless all tenants sign written directions otherwise. **No Security Deposit will be available for pick up at the office.** Landlord agrees that, subject to the conditions listed above, the security deposit will be returned in full. If there are **six or more** units in your apartment house, interest will be given. However, Landlord need not give Tenant interest on the security if tenant has not fully performed any term of this lease.

Landlord/Manager: _____ Date: _____

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

DATE: _____