

*Heritage Park Town Homes, Inc.*  
 308 Madison Street  
 Ithaca, NY 14850  
 P: 607-277-6260 F: 607-277-0773  
[www.Perfect-Heritage.com](http://www.Perfect-Heritage.com)

Lease Agreement

NAME:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Ronald Ronsvalle Landlord, through Heritage Park Town Homes, Inc, his Manager, 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. A late charge of \_\_\_\_\_ per Tenant per day as part of the rent is charged from the first of the month for any rent not received **by the fifth day of the month.** Landlord MAY but is NOT REQUIRED to give Tenant notice that rent is late and a late charge is imposed and deducted from the Security Deposit. A Service charge of \$20.00 per check will be made for any returned checks and will be deducted from the Security Deposit for the Apartment/House.
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 equal to one month's rent also is due when the lease is signed in the amount of \$ \_\_\_\_\_. This deposit shall be refunded within a reasonable time, no later than sixty (60) 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.*
6. Tenants are Responsible for the Snow Shoveling of Steps and Sidewalks.
7. All Carpeted areas in the Unit must be Steam Cleaned prior to the return of the Security Deposit.

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8. No signs, advertisements or illumination, other than domestic lighting shall be exposed from any window or other part of the building.
9. 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 walkways, or porches.
10. No outside antennas may be installed by the Tenant.
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 within 60 days of lease signing</u> 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 copy of each utility bill;
- b. Tenant will reimburse to Landlord the net amount as stated in lease;
- c. Payment is due to Landlord within 30 days of date bill received;**
- d. A penalty of **\$5.00 per day** will be charged for any utility check received after 30 days of billing.
- e. For multiple unit properties with one meter the utilities are split evenly between the units.

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. 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 \$30-\$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.

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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.
23. 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.
24. At the end of the lease, any property left behind for more than five days will be deemed abandoned, and the Landlord will not be responsible for it.
25. 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.
26. 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.
27. 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.
28. Tenants are responsible for **purchasing and using trash tags**. Tenants are responsible for establishing trash service with Superior Disposal. 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.
29. 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 \$300.00 will be made for any violation of this covenant. In units where pets are allowed, there is a \$500.00 non-refundable pet fee.
30. 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.
31. The Landlord or his manager may, upon reasonable notice if possible, enter the apartment for purposes of inspection, repair and maintenance, or to show premise.
32. Landlord shall not be liable for any loss or damage to Tenants property by fire, theft, water or rain or other causes unless due to the Landlord's negligence. **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.
33. If Landlord is unable to deliver the apartment/house for occupancy at the beginning of the lease term for any reason, he shall not be held liable and rent shall not be owed until the apartment is available for occupancy.
34. Apartment is rented in "AS IS" condition. Tenant agrees he has inspected the apartment/house and finds it satisfactory.
35. If Tenant has problems with plumbing, appliances, etc. they agree to notify Heritage Park Town Homes in writing. **In an emergency situation**, Tenant may telephone **Bryan Mikula, Property Superintendent, at 280-1601**. Garth McMillen Electric, at 273-8084. Heritage Park Office shall be notified of call no later than the next business day of such calls. Payments to contractors other than those listed will be the responsibility of the Tenant.

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36. 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.
37. 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.
38. Major appliances (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.
39. Tenants will not be permitted to have pools, trampolines, or other outside equipment without written permission from Landlord or his manager.
40. **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, nails, tacks, pins or tape, other than small nail holes.
41. 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.
42. Furniture must be returned to rooms where located at start of lease term or a charge for moving same will be deducted from Security Deposit.
43. 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.
44. Grease, oil, coffee grounds, fibrous material or tampons must not be flushed down toilets or drains. Tenant is responsible for blockage to sewage or drainpipes, and any overflow from same.
45. 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.
46. Tenant agrees to abide by the Security Deposit Agreement attached to this lease.
47. 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.
48. 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 \$500.00 payable upon the signing of the sub-lease.
49. This lease agreement is hereby executed and entered into this:

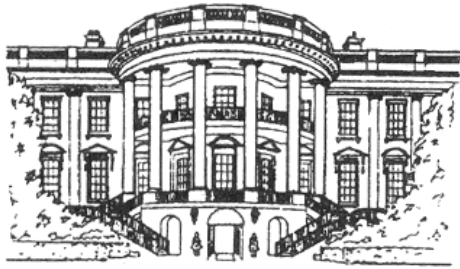
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Landlord/Manager:** \_\_\_\_\_

**Tenant (s):**

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

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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 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 returned.
7. All furniture returned to location as at start of lease.
8. 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: \_\_\_\_\_

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