



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:

CONTACT NUMBER:

1. Unit Lead _____
2. _____
3. _____
4. _____
5. _____

Heritage Park Townhomes, Inc.(Landlord), hereby leases Apartment/House Number ____, located at _____ 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 occupied by __ person and no persons other than the number of persons specified above shall occupy the premises without the consent of the Landlord. **If more than one individual is signing this Lease Agreement, then those individuals signing this Lease acknowledge that they are jointly and severally liable for any and all responsibilities under the Lease Agreement, including but not limited to, the payment of rent. The above-named Tenants each agree to the following lease terms:**

1. Rent for the period of _____ to _____ is \$ _____, payable in monthly installments of \$ _____.

Rent is due on the FIRST DAY of each month in advance. If rent is paid before the 5th day of the month, a discount of \$200.00 will apply. If rent is received later than the 5th of the month; you will not receive the \$200.00 discount as noted in item # 3 and #4.

Your monthly rent is \$ _____ if paid by the 5th day of each month. Your monthly rent is \$ _____ if paid later than the 5th day of the month.

Please make rent checks payable to: Heritage Park Town Homes and mail or hand deliver payment to: 308 Madison Street Ithaca, NY 14850. INDICATE YOUR UNIT/STREET NUMBER ON THE CHECK IN THE MEMO SECTION.

2. DUMPSTER FEE IF APPLICABLE OF \$ _____, to be paid each month with your monthly rent payment.

3. 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. Any and all late fees shall be deemed additional rent.

4. A service charge of \$30.00 per check is imposed for any returned check and must be paid within 10 days of notification. Said charge shall be deemed additional rent. The \$200 discount noted in item (3) does NOT apply for months with returned checks.

5. First month's rent is due and payable on or before the first day of this lease. County Solid Waste Fee: \$56.00 Annually, Payable at Lease signing AND AT EACH LEASE RENEWAL.

6. **A Security Deposit is due when the lease is signed in the amount of \$ _____.** This deposit shall be refunded within a reasonable time 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.**
7. **One advance month's rent is due and payable at time lease is signed in the amount of \$ _____. This advance rent can ONLY be applied to the last 1 month of this lease.**
8. Any and all payments by the tenant will first be applied to any and all fees owed by the tenants at such time payment is tendered. Fees include, but are not limited to, any and all utility charges, attorney fees and costs, and rent.
9. In units where pets are allowed, there is a \$500 NON-REFUNDABLE PET FEE PER PET payable at lease signing. Does the tenant (s) have any pets? Yes ___ No ___ Dog ___ Cat ___ Other ___
- A NON-REFUNDABLE PET FEE OF \$ _____ IS PAYABLE AT TIME OF LEASE SIGNING. NOTE: If you do not _____ have a pet at time of lease signing, you must get approval from Landlord BEFORE obtaining any pets and pay applicable fee. This pet fee is a one-time fee for allowing the pet in the unit. This Fee will not be used to cover any damages caused by the pet.**
10. In non-pet units, no pets of any kind are allowed in the apartment or building at any time. A minimum charge of **\$500.00** will be made for any violation of this covenant. This includes visiting pets. You will then be required to either remove the pet immediately or apply for it to be approved and pay the pet fee.
11. All Dogs, **WITHOUT EXCEPTION**, must be on a leash at all times and with the owner. Animals are not allowed to be left outside at any time without the owner being present. 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. Said fee shall be deemed additional rent.
12. 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. 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 unless landlord permission has been given to allow more than one tenant or sub tenant to occupy any one bedroom. The tenants submit that they are a permanent and stable unit and will use the address on this lease 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.
13. Tenants are Responsible for the Snow Shoveling and salting of Steps and Sidewalks. Landlord will provide a bucket of salt for each property. Landlord will be responsible for removal of snow in all driveways. Landlord will also be responsible for all landscaping, mowing and weed eating of the properties.
14. No signs, advertisements or illumination, other than domestic lighting shall be exposed from any window or other part of the building. No outside antennas or Satellite Dishes are allowed.
15. 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.
16. 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.
17. **Utilities:** Tenant is responsible for all utilities, cable, internet, garbage, phone and all other utilities. Proof must be given to landlord prior to move in that all utilities have been placed in the tenant's name.

Cooking(Gas/Electric)
Electric
Heat (Gas/Electric)
Water & Sewer:
County Solid Waste Fee:

Tenants pay all Utilities
Tenants Pay all Utilities
Tenants Pay all Utilities
Tenants Pay all Utilities -Landlord will bill tenant for this utility only.
\$56.00 Annually, Payable at lease signing AND AT EACH LEASE RENEWAL.

Dumpster Fees:
(Where applicable)

154A Troy Road - \$80/month
154B Troy Road - \$40/month
225A, 225B, 225C, 225D Penn. Ave- \$20/month, each unit
129B, 133B, 135B Kendall Ave - \$20/month, each unit
129A, 133A, 135A Kendall Ave - \$40/month, each unit

18. It is the Tenant's responsibility to arrange for service from NYSEG (New York State Electric & Gas Corporation). Service must be put in Tenant's name and turned on when lease begins and turned off when lease ends. NYSEG contact numbers are 607-347-4142 or 1-800-572-1111.
19. If Tenant is reimbursing Landlord for any utility bill, the procedure is as follows:
 - a. Landlord will email 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 \$25.00** will be charged for all overdue bills. Said charge shall be deemed additional rent.
20. Cable television and telephone are to be arranged for and paid by Tenant directly with the providers of these services.
21. If Tenant locks himself out of apartment/house, there is a \$50.00 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, 9:00 a.m.- 4:00 p.m., if key is returned, there will be no charge for this service. If borrowed key is not returned, the \$50 fee is imposed. Said fee shall be deemed additional rent if not paid upon immediately by tenant.
22. 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.
23. 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. Said charge shall be deemed additional rent.
24. 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.
25. If lease is executed by more than one person as Tenants, all persons named shall be bound to the lease terms jointly and severally.
26. 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. The unauthorized additional person will be required to vacate immediately or be referred to the office to apply for tenancy if agreed upon by Landlord.
27. Tenant must obtain Landlord's written permission to assign or sublet the apartment. Said permission shall not be unreasonably withheld. Potential sublet must be approved by all existing tenants on the lease and must apply through the office and receive approval BEFORE they are assigned as a sublet. 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. **There is a one-time fee of \$100.00 to process a sublet for a tenant. Said one-time fee shall be deemed additional rent.**
28. **The Landlord may terminate this Lease agreement for Tenant's default under any terms of this agreement or for any actions/behaviors that may be deemed objectionable.** If Landlord elects to terminate this lease, Tenant must vacate the premises immediately after notice.
29. Tenant will pay for all damages to premises, appliances and furnishings caused by himself, his guests or others not under the Landlords control.
30. Each unit is rented in "AS IS" condition. Tenant agrees he has inspected the apartment/house and finds it satisfactory upon move-in. 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 7 days 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.

31. 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. Said attorney fees and costs shall be deemed additional rent. Any legal action shall be instituted in the courts of the State of New York and the County of Tompkins, and not elsewhere. By executing this Lease Agreement, Tenant hereby waives his/her right to a trial by jury.
32. ADDED RENT: Charges for late payment of rent, utilities or solid waste fee, bad check service charges, legal fees, utility reimbursements owed to Landlord, garbage and recycling fees and fines and repairs/replacements made by Landlord due to Tenant negligence or misconduct shall all be deemed to be additional rent to be paid by Tenant to Landlord on the 1st day of the month following notice to Tenant of such assessments or expenditures.
33. 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.
34. At the end of the lease; any tenant that remains in the unit past the last date and designated 12 p.m. time to vacate the unit will be charged a \$500.00 fee. Said fee shall be deemed additional rent.
35. 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. 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.
36. 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.
37. Tenant will reimburse landlord for any 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.
38. 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 \$500.00 fine for any loud parties which disturb neighbors, require police to be called or cause a disturbance in any way. Said fine shall be deemed additional rent.**
39. Tenants are responsible for **purchasing and using trash tags** and must establish trash service with Casella Waste Services or Alternative Waste, except for those units who share a dumpster as noted in item (16) above. Tenants are responsible for separating and following Tompkins County Recycling Code. Tenant shall **store garbage in metal or plastic containers identified with their name and/or unit number. 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 \$35.00 for clean up** by Landlord. Said charge shall be deemed additional rent.
40. 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.
41. There is NO SMOKING PERMITTED. 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 in their unit 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.

42. 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 an emergency, inspection, repair and maintenance, or to show premises.
43. **It is required that Tenant purchases a Renter's Insurance Policy, listing Heritage Park Town Homes, Inc. as an interested party(additional interest): Copy of such policy must be received by the office on or before the signing of the lease.** Renter's insurance is for the Tenant's personal property, possessions and contents of the apartment. Landlord's insurance policy does not cover property losses by the Tenant, or the personal property of the Tenant. It is the responsibility of the Tenant to obtain renter's insurance to cover loss of their personal property. Landlord will not be liable for, nor pay for any damages to the Tenant's personal property, possessions or contents, however caused.
44. **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.**
45. **ALL MAINTENANCE ISSUES MUST be routed through the office.**
 - **Maintenance: 607-277-6260. It is best to call in the morning, Monday through Friday, for the quickest service. E-mail: customerservice@perfect-heritage.com for NON- EMERGENCY maintenance requests. All maintenance issues must be routed through the office; we are not liable for any issues that are not directed through the office.**
 - **Emergency Phone: 607-280-2696 nights, weekends, holidays and after normal business hours. This is an emergency line only. The Heritage Park Office shall be notified THE SAME DAY OF such calls.**
 - **Office Hours: 607-277-6260: The Office is open Monday through Friday from 9:00 AM to 4:00 PM and. We can also be reached by E-mail at customerservice@perfect-heritage.com and our website is www.perfect-heritage.com.**
46. **If the leased premises are serviced by a maintained and operative sprinkler system it is maintained and inspected to be in compliance with the required maintenance, service and inspection.**
47. 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. Said cleaning fees shall be deemed additional rent.
48. Unauthorized, unregistered or incorrectly parked vehicles will be ticketed and towed at the car owner's expense. Recreational vehicles are not allowed. Parking is only allowed on the driveway, not on the grass or between the sidewalk and the apartment buildings.
49. Pools, trampolines, or other outside equipment are not permitted.
50. **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.
51. 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.
52. 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.
53. Grease, oil, coffee grounds, food, fibrous material, feminine hygiene products 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.
54. If Tenant moves out before the expiration of this lease; The Tenant is responsible for full amount of lease and all terms that apply.

55. Unit Lead on this lease must provide forwarding address to the office at the end of the lease.
56. We are committed to equal housing opportunity. We do not discriminate based on race, color, religion, national origin, sex, disability (physical or mental), familial status, creed, age (18 and older), sexual orientation, marital status, military status, arrest records, source of income, gender identity or expression, veteran status, and domestic violence victim status
57. Additional Fees/Charges are itemized and billed when applicable using our Heritage Park Town Homes Tenant Fee Schedule. Available upon request.
58. **KEYS AND GARAGE DOOR OPENERS:** ALL KEYS AND GARAGE DOOR OPENERS MUST BE TURNED IN TO THE HERITAGE PARK OFFICE AT THE END OF THE LEASE during normal business hours. (Monday-Friday, 9 a.m.to 4 p.m.).
- EACH TENANT WILL RECEIVE ONE ENTRY KEY.
 - EACH UNIT WILL RECEIVE 1 GARAGE DOOR OPENER FOR A SINGLE VEHICLE GARAGE AND 2 GARAGE DOOR OPENERS FOR A 2 VEHICLE GARAGE, IF IT REQUIRES A GARAGE DOOR OPENER.
 - A minimum of \$50.00 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 \$25.00 charge per key. Any such charges shall be deemed additional rent.
 - A minimum of \$100.00 will be deducted from the Security Deposit for each Garage Door Opener not returned at the end of the lease. Any such charges shall be deemed additional rent.

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 all 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.

Tenant agrees to abide by the Security Deposit Agreement attached to this lease.

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.

We are committed to equal housing opportunity. We do not discriminate based on race, color, religion, national origin, sex, disability (physical or mental), familial status, creed, age (18 and older), sexual orientation, marital status, military status, arrest records, source of income, gender identity or expression, veteran status, and domestic violence victim status

This lease agreement is hereby executed and entered into:

Landlord/Manager: _____

Date: _____

Tenant (s):

1. _____

Date: _____

2. _____

Date: _____

3. _____

Date: _____

4. _____

Date: _____



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 Ithaca, NY 14850
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Security Deposit Agreement

Tenant agrees 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 and floors mopped. All belongings, furniture, papers and debris removed from unit.
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 to office.
7. **Forwarding address left with Landlord or Agent for the Unit Lead(Tenant) at Lease Signing.**

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 the Unit Lead (Tenant) forwarding address 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 security deposit check is returned to the person designated as the unit 'Lead' at lease signing ONLY.**
- **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 is not required to provide interest on security if tenant has not fully performed any term of this lease.

Landlord/Manager: _____ Date: _____

Tenant	Tenant
Tenant	Tenant
Tenant	Tenant

