

*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), through its manager, Ronald Ronsvalle, 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 \_\_\_\_\_ persons and no 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 the period of \_\_\_\_\_ to \_\_\_\_\_ is \$ \_\_\_\_\_, payable in monthly installments of \$ \_\_\_\_\_, except as noted in (2), (5) and (6) below. **Rent is due on the FIRST DAY of each month in advance.** Please **make rent checks payable to RONALD RONSVALLE** and **mail to 680 Ridge Road, Lansing, NY, 14882** or drop off at the Office Shop at 308 Madison Street, Ithaca, NY. **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. **Rent is due no later than the 5<sup>th</sup> of the month. If rent is paid before the 5<sup>th</sup> 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.
- 4. A service charge of \$30.00 per check is imposed for any returned check and must be paid within 10 days of notification. The \$200 discount noted in item (2) 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 with first month's rent**
- 6. 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.
- 7. **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. IF THIS THIS IS A STUDENT LEASE EACH STUDENT MUST PAY \$800 PER PERSON FOR SECURITY DEPOSIT.**

8. 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.**

9. 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.
10. 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.
11. 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. 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.

12. Tenants are Responsible for the Snow Shoveling and salting of Steps and Sidewalks.
13. All Carpeted areas in the Unit must be Steam Cleaned at move out, prior to the return of the Security Deposit.
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 may be installed by the Tenant.
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.

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|----------------|---|---|
| 17. 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>                                |
|                | <i>(Note: 688-694 Ridge Road Units - Tenants billed by Landlord for propane usage for heat and hot water.)</i>      |   |
|                | Water & Sewer:  | <u>Tenants Pay all Utilities</u>                                |
|                | <i>(Note: All Tenants billed by Landlord for Water usage. Sewer usage billed by Landlord for applicable units.)</i> |   |
|                | <b>County Solid Waste Fee:</b>  | <b><u>\$56.00 Annually, Payable with first month's rent</u></b> |
|                | (Recycling)   | This charge is non-refundable.                                  |
|                | <b>Dumpster Fees:</b>   | 154A Troy Road - \$80/month                                     |
|                | <i>(Where applicable)</i>   | 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 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. 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.
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, 8:30 am—5:00 pm, if key is returned, there will be no charge for this service. If borrowed key is not returned, the \$50 fee is imposed.
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.
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 collectively and individually.
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. 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 onetime fee of \$100.00 to process a sublet for a tenant.
28. **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.
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 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.

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. Any legal action shall be instituted in the courts of the State of New York and the County of Tompkins, and not elsewhere.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.**
38. 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.
39. 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.
40. 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 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.
41. 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.

42. 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 Renter's Insurance Policy, listing Heritage Park Town Homes, Inc. as an additional insured. Copy of such policy to be forwarded to the rental office.**
43. **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.**
44. All maintenance problems/issues **MUST** be routed through the office. If Tenant has problems with plumbing, appliances, or any other maintenance issues they agree to notify Heritage Park Town Homes in writing via email at [customerservice@perfect-heritage.com](mailto:customerservice@perfect-heritage.com) or by phone at 607-277-6260. **In an emergency ONLY situation during non-business hours**, Tenant may telephone **Gary Smith, Maintenance, at 607-229-9173**. The Heritage Park Office shall be notified no later than the next business day of such calls. Payments to other contractors for maintenance issues will be the responsibility of the Tenant.
45. 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.
46. 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.
47. 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.
48. Pools, trampolines, or other outside equipment are not permitted.
49. **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.
50. 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.
51. 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.
52. 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.
53. If Tenant moves out before the expiration of this lease; The Tenant is responsible for full amount of lease and all terms that apply.
54. Tenants must provide forwarding address to the office at the end of the lease.
55. Additional Fees/Charges are itemized and billed when applicable using our Heritage Park Town Homes Tenant Fee Schedule. Available upon request.
56. **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.
  - EACH TENANT WILL RECEIVE ONE ENTRY KEY.
  - EACH UNIT WILL RECEIVE ONE SLIDING GLASS DOOR KEY FOR UNITS WITH SLIDING GLASS DOORS.

- 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.
- 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.

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.

This lease agreement is hereby executed and entered into:

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

**Date:** \_\_\_\_\_

**Tenant (s):**

1. \_\_\_\_\_

**Date:** \_\_\_\_\_

2. \_\_\_\_\_

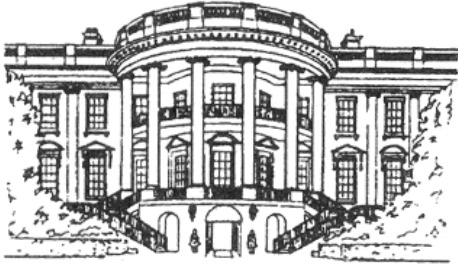
**Date:** \_\_\_\_\_

3. \_\_\_\_\_

**Date:** \_\_\_\_\_

4. \_\_\_\_\_

**Date:** \_\_\_\_\_



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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.

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 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.
- **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: \_\_\_\_\_

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 Tenant

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 Tenant

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