

# Lease Agreement

The Landlord and Tenant agree to Lease the Premises described below for the Term and Rent stated.

**Landlord:** Dudley Property Management, LLC D.B.A. Prime Oneonta Rentals  
**Landlord Address:** 20 River Street, Suite 3, Oneonta, NY 13820  
**Landlord Office Contact:** Tim Sagasti, 607-431-8117, contact@primeoneontarentals.com

**Address of Premises Leased:** \_\_\_\_\_ Oneonta, NY 13820

**Term begins:** \_\_\_\_\_ **Term ends:** \_\_\_\_\_

**Number of persons required to fill this apartment is** \_\_\_\_\_ **\$** \_\_\_\_\_ **monthly rent per person\***

**\$** \_\_\_\_\_ **Summer Semester rent due per person before 06-01-** \_\_\_\_\_

**\$** \_\_\_\_\_ **Fall Semester rent due per person before 08-01-** \_\_\_\_\_

**\$** \_\_\_\_\_ **Spring Semester rent due per person before 01-01-** \_\_\_\_\_

**\$** \_\_\_\_\_ **Amount due per person for Security Deposit**

**\$** \_\_\_\_\_ **Total Summer Semester rent due 06-01-** \_\_\_\_\_ \*\*

**\$** \_\_\_\_\_ **Total Security Deposit required for the Premises**

**\$** \_\_\_\_\_ **Total Fall Semester rent due 08-01-** \_\_\_\_\_ \*\*

**\$** \_\_\_\_\_ **Total Security Deposit paid at signing of this Lease**

**\$** \_\_\_\_\_ **Total Spring Semester rent due 01-01-** \_\_\_\_\_ \*\*

**\$** \_\_\_\_\_ **Additional Security Deposit due from existing tenants \*\*\***

**\$** \_\_\_\_\_ **Total rent for Term \*\***

**\$** \_\_\_\_\_ **Balance of Security Deposit due on or before** \_\_\_\_\_ \*\*\*\*

\* Monthly rent is paid in full by semester. \*\*Rents paid after the 5th of the due dates are subject to \$50 additional rent as a late fee. \*\*\*Existing tenants \$500 Security Deposit will carry over to this lease and additional \$250 Security Deposit is required to secure this lease. Additional \$250 Security Deposit will be returned at the end of tenants current lease assuming no damages. \*\*\*\*If the security deposit is not paid when due, Landlord MAY at his option cancel this Lease.

**Owner will pay for the following services:** ( ) All Listed in Section ( ) Heat ( ) Electric ( ) Gas ( ) Hot water ( ) Cable ( ) High Speed Internet / WIFI ( ) Laundry ( ) Off Street Parking ( ) Snow Removal ( ) Lawn Care ( ) Garbage Removal

**Premises are Leased:** ( ) Unfurnished ( ) Fully Furnished ( ) Partially Furnished \_\_\_\_\_

**Bedroom Furniture:** ( ) All listed in Section ( ) Mattress/Boxspring/Bed Frame ( ) Nightstand ( ) Dresser ( ) Armoire ( ) Desk/Chair ( ) TV/Remote ( ) Cable Box/Remote

**Common Area Furniture:** ( ) All listed in Section ( ) \_\_\_ LR Couch(es) ( ) \_\_\_ LR Chair(s) ( ) \_\_\_ LR End table(s) ( ) \_\_\_ LR Coffee table(s) ( ) TV/Remote ( ) Cable Box/Remote ( ) Kitchen/DR Table ( ) \_\_\_ DR Chairs ( ) Entertainment Center

**Rent will be collected by:** ( ) College Semesters ( ) Monthly ( ) Other \_\_\_\_\_

\*All Furniture/Electronics provided by the Landlord in the above selected sections MUST stay on the Premises. Damage costs to Furniture/Electronics will be paid immediately from the security deposit and replenished by the Tenants within one week of invoice.

**We the undersigned have read and agree to all of the Lease Terms and Conditions on the front and back of this lease and on the Apartment Rules document.**

**Agent or Landlord** \_\_\_\_\_ **as Agent for Landlord** **Lease Date:** \_\_\_\_\_

**We the undersigned** fully understand that if the lease is signed with less than the required number of people to fill the apartment, or if fewer people occupy the apartment than signed the lease, that the undersigned are responsible for the total rent owed for the apartment. (Total rent for term) Clause 27 on back.

**For persons on Financial Aid:** The following options may be selected; A copy of your Financial Aid award letter must be submitted to select this option. To avoid late fees for up to 60 days, while awaiting Financial Aid, you must pay a minimum of \$600 per month starting on August 1st of the Fall Semester and January 1st of the Spring Semester until financial aid is received and balance due is paid in full. All rents that remain unpaid (on rent due per person line above) for 60 days past the original due date, are subject to all late rent provisions contained herein. Missing a payment voids this option. Balance in full and late fee will then apply.

**1.Tenant Name (Print):** \_\_\_\_\_ **Tenant Name (Signature):** \_\_\_\_\_ **Security Deposit Paid Today:** \_\_\_\_\_

**Home Address (Street, City, State, Zip):** \_\_\_\_\_ **Financial Aid (Y/N):** \_\_\_\_\_

**Tenants Email:** \_\_\_\_\_ **Tenant Phone #:** \_\_\_\_\_

**Parent Name:** \_\_\_\_\_ **Parent Email:** \_\_\_\_\_ **Parent Phone #:** \_\_\_\_\_

**2.Tenant Name (Print):** \_\_\_\_\_ **Tenant Name (Signature):** \_\_\_\_\_ **Security Deposit Paid Today:** \_\_\_\_\_

**Home Address (Street, City, State, Zip):** \_\_\_\_\_ **Financial Aid (Y/N):** \_\_\_\_\_

**Tenants Email:** \_\_\_\_\_ **Tenant Phone #:** \_\_\_\_\_

**Parent Name:** \_\_\_\_\_ **Parent Email:** \_\_\_\_\_ **Parent Phone #:** \_\_\_\_\_

**3.Tenant Name (Print):** \_\_\_\_\_ **Tenant Name (Signature):** \_\_\_\_\_ **Security Deposit Paid Today:** \_\_\_\_\_

**Home Address (Street, City, State, Zip):** \_\_\_\_\_ **Financial Aid (Y/N):** \_\_\_\_\_

**Tenants Email:** \_\_\_\_\_ **Tenant Phone #:** \_\_\_\_\_

**Parent Name:** \_\_\_\_\_ **Parent Email:** \_\_\_\_\_ **Parent Phone #:** \_\_\_\_\_

**4.Tenant Name (Print):** \_\_\_\_\_ **Tenant Name (Signature):** \_\_\_\_\_ **Security Deposit Paid Today:** \_\_\_\_\_

**Home Address (Street, City, State, Zip):** \_\_\_\_\_ **Financial Aid (Y/N):** \_\_\_\_\_

**Tenants Email:** \_\_\_\_\_ **Tenant Phone #:** \_\_\_\_\_

**Parent Name:** \_\_\_\_\_ **Parent Email:** \_\_\_\_\_ **Parent Phone #:** \_\_\_\_\_

**5.Tenant Name (Print):** \_\_\_\_\_ **Tenant Name (Signature):** \_\_\_\_\_ **Security Deposit Paid Today:** \_\_\_\_\_

**Home Address (Street, City, State, Zip):** \_\_\_\_\_ **Financial Aid (Y/N):** \_\_\_\_\_

**Tenants Email:** \_\_\_\_\_ **Tenant Phone #:** \_\_\_\_\_

**Parent Name:** \_\_\_\_\_ **Parent Email:** \_\_\_\_\_ **Parent Phone #:** \_\_\_\_\_

**Special Terms or Conditions:** \_\_\_\_\_

**Tenant hereby acknowledges receipt of a copy of this Lease Agreement. Tenants give permission to Landlord to send copies of all notices to the Tenant's home address and to the parents of the Tenants.**

## TERMS AND CONDITIONS

1. **Use** Only the persons signing this Lease may live at the Premises. There will be additional rent owed if additional persons are allowed to occupy the Premises. Tenant will keep the Premises clean and in reasonably good repair. Tenant is responsible for the cost of repairs to the Premises, when the need to repair or clean has resulted from the action or negligence of the Tenants or guests of the Tenants. Tenant is not permitted to occupy past the ending term of the lease. Tenant will pay additional rent of \$100 per day for each day the Tenant occupies the premises, or their belongings are left in the apartment, beyond the term of their lease.
2. **Landlord's Right To Enter** Landlord may at reasonable times, enter the Premises to examine, to make repairs, and to show it to prospective tenants or buyers. Landlord may repair/improve the exterior of the property at any time.
3. **Notices** Any notices to either party must be in writing.
4. **Representations** All promises made by the Landlord are in this Lease. There are no others. Lease may only be changed by an agreement in writing signed by both parties.
5. **Trash/Recycling** Tenant must follow all Trash & Recycling Laws passed by the City of Oneonta and Otsego County. All garbage must be disposed of in bags into the trash receptacles. All fines from the City of Oneonta for trash improperly stored or on the property will be passed onto the tenant plus 25% surcharge. Recycling is the responsibility of the tenant.
6. **Cleaning** Tenant must keep the Premises in clean sanitary condition. If Tenant fails to keep the Premises clean, during the term of this Lease, Landlord may clean the Premises and charge the Tenant. Tenant must return the Premises in clean condition. The bathroom, kitchen, floors, walls, refrigerator and oven must be returned in clean condition. Tenant must repair and paint walls the exact color provided by the Landlord. Landlord will deduct unpaid charges for cleaning from the Security Deposit.
7. **Possession** Landlord will give Tenant possession of Premises the date the Term begins. Landlord shall not be liable for failure to give possession for any reason including fire or damage to Premises that make it uninhabitable, etc.
8. **Sublets** Tenant may sublet the Premises. Tenant must notify Landlord in writing of any subletters names and addresses. Tenant will still be responsible to the Landlord for any rent during the term of this Lease. Landlord will not clean the apartment after Subletters vacate the Premises. Tenant's financial obligations under this Lease do not end if the Tenant vacates the apartment or leaves the area during the term of this Lease, for any reason including illness, financial difficulties, or leaving school. Tenant will remain financially responsible to the Landlord if subletter does not meet obligations.
9. **Liability** Landlord is not liable for any loss, expense or damage to any person or their property (vehicles, personal property, etc.) at the Premises. Tenant will notify Landlord in writing of any defect or dangerous condition that exists at the Premises by certified mail.
10. **Tenant's Defaults and Landlord's Remedies** Landlord may give written notice to the Tenant to correct any of the following defaults within 5 days: Failure to pay rent or additional rent on time; Improper conduct by Tenant or other occupants of the Premises; Keeping a pet at the Premises; Violation of any municipal ordinances at the Premises. If Tenant fails to correct the defaults listed above, Landlord may cancel this Lease by giving the Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and the Tenant must leave the Premises and give the Landlord the keys. Tenant continues to be responsible for rent, damages and losses.
11. **Smoke Alarms/Light Bulbs** Landlord will equip Premises with smoke alarms. Tenant is responsible for keeping batteries in the alarm. Tenant must notify Landlord through our website if smoke alarm is missing otherwise Premises will be assumed to be fully equipped. Tenant is responsible for purchase and changing of light bulbs.
12. **Painting** Tenant may not paint walls or any part of the property. Exterior or Interior Graffiti or writing on the walls will result in immediate loss of Security Deposit.
13. **Pet Policy** No pets are permitted. This includes, but is not limited to dogs, cats, monkeys, snakes and ferrets. If Tenant violates this policy for any duration of time, however short, the Landlord will charge additional \$500 per month rent for each pet that is brought into the house, and the pet must be removed from the apartment.
14. **Fire or Damage** Tenant must give Landlord notice in case of fire or other damage to the Premises. Landlord will have the right to repair the damage or cancel the Lease. Space heaters, toaster ovens, oil lamps, candles, or any other open flame materials are forbidden.
15. **Legal and Collection Fees** Tenant will pay all court costs and legal or collection fees Landlord incurs in the collection of late rents or enforcing this agreement.
16. **Repairs** Landlord will make repairs to the Premises free of charge that occur, that are not caused by the negligent or intentional actions of the Tenant or guests. Tenant must notify the Landlord of any existing broken windows during the first 10 days of the Term of this Lease. Landlord will repair these windows at his expense. Tenant will be responsible for the breakage of any windows, regardless of cause, during the remainder of the Term. This includes objects thrown from the outside or inside of the Premises that breaks a window. Tenant will pay Landlord for windows repaired the day that the Landlord repairs the window. Tenant must notify the Landlord of any other defects in the apartment immediately upon the beginning of the term of the Lease. Tenant will pay for repairs to any walls, ceilings, doors, and plumbing fixtures etc. that are damaged by the tenant during the term of the Lease at a rate of \$25/hour plus materials. Tenant will pay for these repairs as they are billed so as not to diminish the value of the Security Deposit.
17. **Plumbing** Tenant will be responsible for any plumbing bills due to Tenant's negligence. These include but are not limited to: freezing pipes due to the lack of fuel oil or natural gas and clogged pipes due to the introduction of foreign objects, i.e., toothpaste tubes, tampons, paper towels, etc.
18. **Vacancies** Landlord reserves the right to lease vacant bedrooms.
19. **Furniture** ALL FURNITURE at the Premises at the beginning of the Lease period is the property of the Landlord. Landlord will not be responsible for the condition, repair or replacement of any furniture or mattress at the Premises in a furnished or unfurnished apartment. Any replacement or damage to furniture will be charged to the Tenant. Common Area Furniture & decorations depicted on our website may not be the furniture & decorations that are provided in a furnished apartment. All bedroom furniture will stay. Furniture/Items left in the Premises after the Lease period shall be deemed abandoned property and the Landlord may dispose of them without notice. Blinds and curtains are the Tenant's responsibility.
20. **Exterior use of Premises** Tenant may not barbecue or store grills or hibachis or interior furniture on the porch. If these items are on the porch they shall be deemed abandoned property and the Landlord may dispose of them without notice. Tenant may not sit, stand, or lay on any roof surface. Tenant will immediately forfeit the security deposit if found to be using the roof surface for any purpose.
21. **Parties** The Premises are not to be used for large parties or gatherings with more than 10 people. No beer kegs will be permitted in the Premises. Parties are not permitted on any porches. Excessive weight damages porch beams. Violation of this clause will result in eviction.
22. **Utilities** Tenant will be responsible for having power turned on and having the breakers off for the power company to turn them on at the pole. If Utilities are included, AIR CONDITIONERS are not allowed. If AC unit's are found in use, \$200/month/AC unit while in use, will be deducted from the tenant's security deposits. If electricity/gas usage is abused and exceeds 25% more than the average yearly amounts the difference will be deducted and/or charged to the tenants.
23. **Security Deposit** Tenant will give to Landlord a Security Deposit in the amount stated in this Lease. \$100 of the security deposit paid at the time of signing will be non refundable if the Tenant(s) void lease within 1 week, \$500 nonrefundable after due date. If Tenant does not comply with the terms of this Lease, Landlord may use Security Deposit to pay amounts owed by the Tenant, including damages. If Landlord sells the Premises, Landlord will give the Security Deposit to the buyer. In the event of sale of the premises, Tenant will look only to the buyer for the return of the Security Deposit. Unpaid rent may be deducted from the Security Deposit of each Tenant, at the end of the Lease period.
24. **Return of Security Deposit** If Tenant complies with all of the terms of this Lease, cleans the apartment, and there are no damages, Landlord will return the Security Deposit less any charges or bills not paid. Landlord will send Tenant a "move out" packet to help. Landlord will return the Security Deposit within thirty days after the end of the Lease period. Tenant must return apartment and bedroom key at the end of the term. Landlord will charge Tenant \$25 for each key not returned at the ending date of the Lease. Landlord may use the Security Deposit of any or all Tenants that have signed this Lease for late charges and/or delinquent rents and/or additional rent.
25. **Assignment of Rents** This Lease, and the rights of the tenant hereunder, shall be subordinate and subject to any mortgage or mortgages, renewals, replacements, extensions and increases thereof; provided, however, in the event the mortgagee or any other party acquires title to the premises pursuant to the exercise of any remedy provided for in the mortgage, the tenant shall attorn to the mortgagee or such other party as its new Landlord with this Lease continuing in full force and effect as a direct agreement between the Tenant conditions set forth herein. The Tenant agrees to sign any document subordinating this Lease to any such mortgage or mortgages or to modifications, renewals, replacements, extensions and increase thereof, on the request of the Landlord, and if the Tenant then fails or refuses to execute such documents, the Landlord is hereby authorized to sign them for and on behalf of the Tenant.
26. **Sprinkler Systems** There is no operative sprinkler system in the residential leased premises or common areas of the building.
27. **Total Rent Due** All Tenants that sign this Lease are jointly and severally responsible for the total rent owed. The total rent owed will remain the same if less than the required number of people sign this Lease or less people occupy the Premises than have signed the Lease. The amount owed per person will increase accordingly if less people sign the Lease or if less people occupy the Premises, than is required to fill the apartment. Landlord may use the Security Deposit of any or all Tenants that have signed this lease for unpaid and/or late rents.
28. **Stored Items** Tenant is solely responsible for any items lost or stolen from the Premises during the Lease period. The Tenant has rented the apartment only. The basement or attic is not to be used for storage and the Landlord will remove and discard without notice any items placed in the basement by the Tenant. Tenant will be charged to remove these items. The Tenant must keep all hallways and exits free from obstruction in compliance with City of Oneonta safety ordinances.
29. **Municipal Fines** Tenant shall be liable for all municipal fines imposed on the Landlord caused by the Tenant's acts or omissions. If the Tenant fails to reimburse the Landlord for said fine, the Landlord may deduct the amount of the fine from the Security Deposit.
30. **Common Areas** Tenant agrees that all damages to Common Areas of the building will be billed to all Tenants.
31. **Building Construction** There may be no construction of any walls, bars, beds, lofts, etc.
32. **Fraternities and Sororities** No fraternity or sorority activities will be permitted at the Premises. This type of activity will result in eviction.
33. **Garages/Attics/Basements** These areas are not common areas and are not to be used as living space.
34. **Cable/Internet** For apartments that include cable/internet, tenants MAY NOT call the service company for repair/service issues. Landlord is responsible for service calls.
35. **Electronic Equipment** All satellite dishes, flat screen televisions, cable boxes w/cards, remote controls, wireless routers, or other equipment provided by the landlord are supplied for use and any lost or damaged units will be charged and deducted from the security deposit.
36. **Rules** Tenant shall comply with these rules (the "Rules") at all times. The rights afforded under the following Rules are for the sole benefit of Landlord: (a) the quiet enjoyment of other tenants shall not be interfered with; (b) sounds, odors and lights which are annoying to other tenants are not allowed; (c) all posted rules must be followed; (d) smoking is not permitted in the Unit or hallways; (e) All flammable or dangerous items may not be kept or stored in the Unit; (f) no one is allowed access to or enjoyment of the roof; (g) nothing shall be placed on or attached to the fire escapes, windows, doors or in the hallways or common areas; (h) Tenants and their guests are not to leave any garbage, trash and/or debris in the hallway, stairs, or common areas; (i) laundry machines, if provided, all instructions for their use must be strictly followed; (j) if parking is provided, improperly parked vehicles may be immediately removed at tenant's cost; (k) tenant may not leave any baby carriages/strollers, bicycles, boxes, cartons and/or any items in hallways; (l) tenant shall use its best efforts to conserve energy and water; If the "Rules" have been broken the Landlord has the right for eviction.
37. **Parking** Tenant's car may not block driveways. Any cars parked on the lawn will be towed without notice. If a car needs to be towed the Tenant will be charged \$50 by the Landlord plus tow company's fee. Landlord is not responsible for icicle damage. Parking in the driveways are for tenant use only. Guests must use street parking.

Tenant #1 Initial \_\_\_\_\_

Tenant #2 Initial \_\_\_\_\_

Tenant #3 Initial \_\_\_\_\_

Tenant #4 Initial \_\_\_\_\_

Tenant #5 Initial \_\_\_\_\_