

Prime Oneonta Rentals

393 Main Street Suite 104 • Oneonta, NY 13820
(607) 431-8117



1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

Management Company: Dudley Property Management, LLC DBA Prime Oneonta Rentals

Management Company Address: 393 Main Street Suite 104, Oneonta, NY 13820

Management Company Office Contact:

Phone: 607-431-8117

Email: admin@primeoneontarentals.com

This DRI - College Lease Contract is between you, the undersigned resident(s):

<<Tenants (Financially Responsible)>>

Home Address:

Tenant Home Address

and The Owner:

<<Owner Name(s)>>

Tenant agreed to rent the Property located at: **<<Unit Address>>**

for use as a private residence only. The room(s) will be occupied exclusively by the resident(s) listed above. The Owner / Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days. The number of occupants required to fill the rental unit are equal to the number of bedrooms that are in the rental unit. Landlord reserves the right to lease vacant bedrooms. 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.

1.2 LEASE DURATION

The terms of this tenancy shall commence on **<<Lease Start Date>>** and end on **<<Lease End Date>>**. Tenant takes possession of the Premises on the date the Term begins no earlier than 4pm. Landlord shall not be liable for failure to give possession for any reason including fire or damage to Premises that make it uninhabitable, etc. There is no lease extension. A new lease must be requested at least 60 days prior to lease end date. The bedroom(s) may already be rented to a future tenant the day after this lease term ends.

SUNY Oneonta Calendar

(<https://suny.oneonta.edu/academics/college-calendar>)

- Full School Year Leases commence on the Saturday before classes begin near the end of August and conclude on the Sunday of Graduation/Commencement weekend in May.
- Fall Semester commences on the Saturday before classes begin near the end of August and conclude after the last day of finals near the end in December.
- Spring Semester commences on the Saturday before classes begin near the middle of January and conclude on the Sunday of Graduation/Commencement weekend in May.

1.3 RENTS AND CHARGES

Total Security Deposit and Rent Breakdown:

<<One-time Charges>>

Security Deposit Charges of **<<Security Deposit Charges>>** is due no later than 3 days after this emailed lease date, **<<Lease Creation Date>>**.

In the lease period:

- **Fall Semester Rent:** is due August 1st and no later than the move in date on the lease. (tenants may not move in until all tenants first

- payments due are received)
- **Spring Semester Rent:** is due January 1st,
- **Summer Semester Rent:** is due on move in day between May 22nd - 25th (the Wednesday after graduation weekend) and for 2 consecutive monthly payments after that, ending 3 months from move in date.

Where available:

- **Early Move in:** Tenants may request early move-in, subject to landlord approval. If approved, an addendum will be signed, and a daily rental fee of \$30 will apply for each day prior to the official lease start date.
- **Summer Storage:** If current tenants sign a lease for the following school year to be future tenants, they may store their belongings in the unit for the summer for \$250/tenant and hand in their key. No walkthrough or cleaning fees will occur until the end of the following school year's lease. Management will not enter the unit unless maintenance or repair is needed.
- **Payment Plans:** If Landlord and Tenant agree to a monthly payment plan in writing, the total leased rent amount will be divided by 10 payments for a full school year lease (10 payments for a 9 month school year lease) commencing on either August 1st (5 payments for a 4.5 month fall semester) or January 1st (5 payments for a 4.5 month spring semester) and ending with the final payment due on May 1st of the agreed-upon lease term.

Late Fee Rule:

Tenant must pay rent on the due dates above or within 5 days of the due date without incurring a late fee. The following late fees will apply for payments made after the grace period: **\$50 Flat Fee.**

A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Landlord by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If Tenant does not pay rent on time, tenant will be delinquent and all remedies under this Lease Contract will be authorized.

All Tenants that sign a Lease in the same rental unit, for the same dates, are jointly and severally responsible for the total rent due in the unit for the entire term. The total rent owed will remain the same if less than the required number of people sign a Lease, or less people occupy the Premises than have signed a Lease for the rental unit. (Any unoccupied bedrooms become common space and responsibilities / damages are shared by all tenants)

1.4 APPFOLIO ONLINE RENTAL PAYMENTS

All payments for security deposits and rents are made online through your online tenant portal which you have all been emailed/texted links to. AppFolio's Online Property Management Software, allows us to provide excellent service to our tenants. Your Online Tenant Portal will show you when your rent is due. It is: 1. Secure - your online payments are encrypted using bank-grade security. 2. Fast - your payment is immediately posted to your account balance. 3. Convenient - You can make payments anytime from anywhere 4. Flexible - Pay with whatever method best fits your needs.

You will receive your online portal activation email titled "Sign your lease for Prime Oneonta Rentals" to your email address you provided after viewing the apartment. Once you have signed your lease it will prompt you with "Congratulations! You have successfully signed your lease with Prime Oneonta Rentals. Once all parties have signed, you will receive further information from the Property Manager by email. In the meantime, check out your Online Portal where you can set up online payments, create maintenance requests and view your payment history. Go to Online Portal" ([Click on Go to Online Portal](#))

Once logged in, you will find your account balance due. If you have trouble signing in or any questions regarding your online account and/or payments please let us know asap by email.

Payment Options:

1. E-Check - Enter your checking account routing number and account number (located on your account statement or at the bottom of your check) to pay rent directly from your checking or savings account. This option has a \$2.49 fee. * This may change at any time.
2. Credit Card - Use your credit card to pay rent. The credit card company charges a 2.99% convenience fee to pay by this method. *This may change at any time.
3. Debit Card - Use your debit card to pay rent. The debit card company charges a \$9.99 convenience fee to pay by this method. *This may change at any time.
4. Combination - You can use a combination of the two payment options if you'd like.

1.5 FINANCIAL AID

For tenants utilizing financial aid to pay rent, the tenant must first obtain a Landlord Letter by contacting their Financial Aid Advisor and must email a copy of the letter to the landlord to select this option.

While awaiting financial aid disbursement, the tenant is required to pay a minimum of **\$500 per month**, beginning **August 1st** for the **Fall Semester** and **January 1st** for the **Spring Semester**, until financial aid is received. The maximum monthly payment will not exceed the total leased rent divided by nine (9) months. Once financial aid is received by the tenant, the remaining balance of rent must be paid in full. **Fall**

Semester rent must be paid in full by **October 15th**, and **Spring Semester rent** must be paid in full by **March 15th**.

Any rent unpaid more than **five (5) days past the original due date** will be subject to all late rent provisions contained in this lease. Failure to make any required payment will void this financial aid payment option, and the **full balance of rent**, along with any applicable **late fees**, will immediately become due.

1.6 SECURITY DEPOSIT INFORMATION

Current Prime Oneonta Rentals Tenants RE-SIGNING with Prime Oneonta Rentals will have \$250 of their \$500 Security Deposit carry over from the **current school year lease** to the **future school year lease** AND will require an additional \$250 Security Deposit reserving the house/apartment. The remaining \$250 Security Deposit will be returned at the end of Tenant's **current school year lease** assuming no damages or cleaning. Any damages or repairs exceeding the \$250 will be charged to the Tenant. If the security deposit is not paid when due, Landlord only MAY cancel this Lease.

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.

Deposit Refund

If Tenant complies with all of the terms of this Lease, broom cleans the apartment, and there are no damages, Landlord will refund the Security Deposit, with an itemized accounting of any deductions, less any charges or rent not paid within fourteen (14) days after the end of the Lease period.

All Tenants that sign a Lease in the same rental unit are jointly and severally responsible for the total security deposit owed. The total security deposit owed will remain the same if less than the required number of people sign a Lease or fewer people occupy the Premises than have signed a Lease for the rental unit. The amount owed per person will increase accordingly if less people sign a Lease or if less people occupy the Premises, than is required to fill the rental unit. Landlord may use the Security Deposit of any or all Tenants that have signed a lease in the rental unit for unpaid and/or late rents.

1.7 UTILITIES

Landlord will pay for the following utilities:

<<Utilities Included>>

Tenant will pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. Landlord does not guarantee or warrant that there will be no interruption of utility service. Contact Landlord through the maintenance portal for any service interruption.

If Utilities are included, Tenants may use their own air conditioning unit(s) for an extra cost of \$50/month/unit it is in use (or in the window) from move in date through October 26th. If an air conditioning unit is found to be in use and Dudley Property Management, LLC DBA Prime Oneonta Rentals office is not notified prior to, a charge of \$200 will be added to the tenants account automatically. All air conditioning units must be removed by October 26th unless an agreement is made between the Landlord and Tenant that states otherwise. If NYSEG's electricity/gas usage is abused and exceeds 25% more than the average lease period amounts, the difference will be deducted from the security deposits and/or charged to the tenants. Landlord is responsible for NYSEG service calls.

For units that include cable and/or internet, Tenant MAY NOT call the service company for repair/service issues. Tenant MUST contact Landlord. Landlord is responsible for service calls and repairs.

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.

There is no operative sprinkler system in the residential leased premises or common areas of the building.

1.8 INSURANCE

Landlord does not maintain insurance to cover Tenant's personal belongings or personal injury. Tenant assumes all liability for personal injury, property damage or loss, and insurable risk. Landlord urges Tenant to get insurance for losses to Tenant's personal property or injuries due to theft, fire, water damage, pipe leaks and the like. Tenant is NOT required to purchase personal liability insurance.

1.9 KEYS AND LOCKS

Tenant will be provided key(s) that will access exterior doors and Tenant's bedroom door. All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when Tenants moves in. Tenant shall not change the locks or add a padlock.

Tenant key(s) must be returned to Landlord when Tenant vacates the unit. Tenant will be charged for the cost of new locks and keys that are not returned.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Policies and Procedures

2.1 POLICIES

Tenant, all guests and occupants must comply with any written community rules and policies, including any instructions for care of Landlord's property. Any rules are considered part of this Lease Contract. Landlord may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community. Refer to this lease and the "Guide to Off-Campus Living" on the school website.

<https://suny.oneonta.edu/office-community-standards/guide-campus-living>

2.2 GENERAL RULES

Tenant shall comply with these rules (the "Rules") at all times. (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 and emailed notices/rules must be followed; (d) smoking is not permitted in the building; (e) all flammable or dangerous items may not be kept or stored in the building; (f) no one is allowed access to the attic or roof; (g) nothing shall be placed on or attached to the fire escapes, windows, doors or in the hallways or common areas; (h) Tenant and their guests are not to leave any baby carriages/strollers, bicycles, boxes, cartons, garbage, trash and/or debris in the hallway, stairs, or common areas; Tenant will be charged to remove these items. (i) laundry machines, if provided, all instructions for their use must be strictly followed; (j) garages/Attics/Basements are not common areas and are not to be used as living or storage space. Tenant will be charged to remove items. (k) Tenant shall use its best efforts to conserve energy and water; (l) No fraternity or sorority activities will be permitted at the Premises. (m) Tenant agrees that all damages to Common Areas of the building will be billed to all Tenants. (n) Tenant may not paint walls or any part of the property. Exterior / Interior Graffiti or writing on the walls will result in immediate loss of Security Deposit. (o) the Premises are not to be used for large parties or gatherings with more than 10 people. No beer kegs will be permitted in or on the Premises. Parties are not permitted on any porches. Excessive weight damages porch beams. (p) Tenant may not barbecue, store grills, hibachis or interior furniture on the porch(es). If these items are on the porch(es) they shall be deemed abandoned property and the Landlord may dispose of them without notice. (q) All trash 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. (r) Tenant is responsible for purchasing and changing light bulbs.

If the "Rules" have been broken the Landlord has the right for immediate loss of security deposit and eviction.

2.3 RESIDENT SAFETY AND PROPERTY LOSS

Tenant, all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. Tenant agrees to abide by the rules and guidelines in this Lease Contact.

Casualty Loss

Landlord is not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

Smoke Detectors

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. Tenant must immediately report smoke-detector malfunctions to Landlord. Neither Tenant nor others may disable smoke detectors. Tenant will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from Tenant's failure to replace a dead battery or report malfunctions to Landlord. Tenant is responsible for keeping batteries in the alarm. Tenant must notify Landlord if smoke alarm is missing otherwise Premises will be assumed to be fully equipped.

Safety and Crime Free

Tenant or any guest or resident under Tenant's control, should not engage in any criminal activity in Tenant's unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. Tenant should then contact Landlord representative. Unless otherwise provided by law, Landlord is not liable to Tenant or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

Space heaters, toaster ovens, oil lamps, candles, or any other open flame materials are forbidden. Tenant will notify Landlord in writing of any defect or dangerous condition that exists at the Premises by certified mail.

2.4 PARKING

Tenants will receive a parking sticker that they must apply to the driver side rear most window, furthest rear lower corner. Tenant will park on the Premises at Tenant's own risk. Landlord is not responsible for icicle falling damage. Landlord may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Landlord may have unauthorized or illegally parked vehicles towed under an appropriate statute. A \$50 administration fee will be charged in addition to the tow fee. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes. Parking on the property is for Tenant use only. Guests (family / friends) must use street parking.

2.5 WINTER BREAK REQUIREMENTS AND PENALTIES

To ensure energy efficiency, maintain security, and protect the property from potential damage caused by freezing pipes and water line failures, all tenants must comply with the following requirements during winter break. **All windows and doors must be securely shut and locked before leaving. The heat must remain ON and set to a minimum temperature of 60°F at all times.** The landlord will conduct a walkthrough at the start of winter break, unless the property is not vacant, to ensure that all windows, doors, and heat settings are in compliance. This does not exempt the tenant from responsibility for any damages, break-ins, or other incidents that may affect the property during this time. A penalty of \$100 per window or door found open or unlocked will be charged to the entire apartment or house. If the heat is turned off, a penalty of \$500 per apartment or house will be assessed. In the event that pipes freeze and burst due to the heat being turned off or improperly set, tenants will be held fully responsible for all damage repairs, including water damage, plumbing repairs, and associated costs. Frozen or burst pipes can result in damages exceeding \$10,000, which may lead to legal action for negligence. Compliance with these requirements is mandatory, and penalties will be strictly enforced.

2.6 PETS

Pets (including mammals, reptiles, birds, fish, and insects) are not allowed. Tenant must remove an illegal animal within 24 hours of notice from Landlord, or Tenant will be considered in default of this Lease Contract. Landlord will authorize a service animal for a disabled person. Landlord requires a written statement from a qualified professional, verifying the need for the service animal.

If Tenant, any guest or occupant violates animal restrictions (with or without Tenant's knowledge), Tenant will be subject to a one time \$1,000 charge, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), Landlord will charge you for de-fleaing, deodorizing, and shampooing.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Responsibilities

3.1 CONDITION OF PREMISES AND ALTERATIONS

Tenant accepts the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. Landlord disclaims all implied warranties. Tenant shall maintain the premises in good, clean and tenantable condition throughout the tenancy. Tenant agrees not to alter, damage, or remove Landlord's property not limited to, alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. Tenant may not paint or make any permanent alteration without our written consent. Tenant will not construct any walls, bars, beds, lofts, etc.

3.2 FURNITURE

All furniture at the Premises at the beginning of the Lease period is the property of the Landlord. All furniture is logged. Landlord will not be responsible for the condition, repair or replacement of any furniture or mattresses at the Premises in a furnished or partially furnished unit. 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. Pots, pans, plates, etc. are provided by the Tenant and the Tenant's responsibility only. Any blinds, curtains, or curtain rods present at move-in are considered part of the home and its furnishings. The Tenant will be responsible for the cost of repair or replacement if they are damaged or missing.

3.3 REQUESTS, REPAIRS, MALFUNCTIONS

Tenants are responsible for promptly reporting all maintenance issues through the online tenant portal. **All maintenance requests must be submitted in writing** through the portal. Oral or verbal requests do not satisfy the notice requirements of this Lease, and the Landlord's response to an oral request does not waive the requirement for written notice.

Within **seven (7) days** of the move-in date, Tenant must submit a maintenance request through the online portal documenting any pre-existing damages, defects, or maintenance concerns. Any damage or condition not reported within this seven-day period may be presumed to have occurred during the Tenant's occupancy, and the Tenant may be held financially responsible for the repair or replacement costs.

After the initial seven-day period, Tenant must immediately report any maintenance issue, damage, malfunction, or hazardous condition upon discovery. Failure to promptly report a problem may result in additional damage, and the Tenant may be held responsible for any resulting repair costs.

Tenant must promptly notify Landlord in writing of, including but not limited to: Water leaks or plumbing issues; electrical problems; malfunctioning lights or electrical fixtures; broken or missing locks, latches, or windows; heating or air conditioning malfunctions; appliance failures; any condition that could cause damage to the property or pose a health or safety hazard.

The Landlord will make repairs, in accordance with applicable law and this Lease, at **no cost to the Tenant** when the repair is the result of normal wear and tear or equipment failure not caused by the Tenant, occupants, or guests.

The Tenant is financially responsible for all repairs resulting from negligence, misuse, abuse, accidents, unauthorized alterations, or intentional acts by the Tenant, occupants, or guests. If a maintenance request reveals that the issue is not normal wear and tear, the Tenant will be charged for all associated labor, materials, contractor costs, service call fees, and any related expenses.

Without limitation, Tenant shall be responsible for: Broken windows, regardless of cause, including damage from objects thrown from inside or outside the Premises; damage to walls, ceilings, floors, doors, cabinets, appliances, fixtures, countertops, trim, or other components of the Premises; plumbing repairs resulting from Tenant negligence, including clogged drains caused by hair, grease, wipes, paper towels, feminine hygiene products, toothpaste tubes, foreign objects, or similar materials; frozen pipes or water damage resulting from turning off or improperly maintaining the heat during cold weather; damage resulting from failure to promptly report leaks, water intrusion, or maintenance issues.

Unless otherwise billed by an outside contractor, repairs caused by the Tenant will be charged at **\$50.00 per hour, per laborer, plus the cost of all materials, equipment, contractor charges, and applicable taxes.** Payment for Tenant-caused repairs is due upon billing and shall not be deferred until move-out or deducted solely from the Security Deposit.

The Landlord reserves the right to shut off equipment, utilities, or building systems as reasonably necessary to prevent property damage, protect the health and safety of occupants, or complete repairs and maintenance.

3.4 RIGHT OF ENTRY AND INSPECTIONS

Landlord has the right to enter the premises:

- At all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise. Landlord may repair/improve the exterior of the property at any time.
- In the event of a genuine housing emergency, without prior notice to address situations that pose an immediate threat to life, health, safety, or property, including but not limited to fire, flooding, or major plumbing leaks.

3.5 MOVE-OUT

Tenant will vacate on the date of expiration of the Lease Contract. Landlord will provide "Move Out" packet to help with the move out process at the end of the lease period.

Surrender, abandonment, and eviction ends Tenant's rights of possession for all purposes and gives Landlord the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect Tenant's rights to property left in the apartment. Surrender, abandonment, and eviction do not affect Landlord's mitigation obligations.

Cleaning

Tenant must keep the Premises in a 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 broom clean condition including but not limited to doors, windows, furniture, bathrooms, kitchen appliances, patios, porches, balconies, walls, must be returned in broom clean condition. Landlord will deduct unpaid charges for cleaning from the Security Deposit.

Charges

Tenant will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other

damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against Landlord for violation (by Tenant, Tenant's occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

3.6 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.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. General Clauses

4.1 RELEASE FROM LEASE CONTRACT

Unless Tenant is entitled to terminate this Lease Contract, Tenant won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

Military Personnel Clause

Tenant may terminate the Lease Contract if Tenant enlists or is drafted or commissioned and on active duty in the Armed Forces of the United States. Tenant must give Landlord written notice of termination, 30 (thirty) days prior to the termination date. Tenant must provide Landlord proof that Tenant qualifies for this limited exception.

Subletting

Subletting, or assignment is allowed exclusively with Landlord's written consent. Tenant must notify Landlord in writing of any subletter(s) name, phone number, email address and home addresses. Tenant will still be responsible for all obligations to the Landlord including any unpaid rent during the term of this Lease. Tenant's financial obligations under this Lease does not end if the Tenant or subletter vacates the apartment or leaves the area during the term of this Lease, for any reason including illness, financial difficulties, or dropping out of college. There is a **\$250 sublet fee** for legal documents, advertising, and management expenses.

If a subletter(s) is found for an existing Tenant(s) whose lease cannot be fulfilled by the existing Tenant(s), the rent and security deposit paid by the replacement Tenant(s) will be applied toward the total rents and security deposits on the existing leases unless an agreement is made otherwise by all Tenant(s) on the existing lease. If there is a conflict between tenant(s) the Management company will have final say.

Subletting during a leased term

No cleaning is provided for shared spaces due to All Tenants belongings and subletter(s) accepts the unit "as is". Subletter(s) will receive a clean bedroom in good repair at move in. Unless an Existing Tenant takes responsibility for damage in the unit, Existing Tenant(s) and Subletter(s), will split cleaning and repair fees from the Security Deposit for all shared spaces at the end of the lease term.

4.2 DEFAULT BY RESIDENT

Tenant will be in default if Tenant or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that Tenants owe when due; Tenant or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; Tenant abandons the apartment; Tenant gives incorrect or false answers in rental application or Tenant provides false or fraudulent documentation requested by Landlord; Tenant or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in Tenant's apartment; Tenant or any guest or occupant engages in any prohibited conduct; or Tenant or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If Tenant is in default for any reason, Landlord may file a suit for Lease Contract termination after giving Tenant fourteen (14) days written notice of

Lease Contract termination. Such notice will state that Tenant's Lease Contract will terminate fourteen (14) days of your receipt of the notice, unless the breach is remedied within the fourteen (14) day period.

Holdover

Tenant or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then Landlord shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract. 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.

Other Remedies

If Tenant rent is delinquent, Tenant will immediately forfeit all rights to occupy the apartment any longer, and if Tenant has not vacated the unit by the date specified in the Lease Contract termination notice, Tenant is guilty of a misdemeanor. Each day of Tenant's unlawful presence in the apartment constitutes a separate offense. Landlord may report unpaid amounts to credit agencies. Upon Tenant's default and early move-out, Tenant will pay Landlord any amounts stated to be rental discounts, in addition to other sums due. Upon Tenant's default, Landlord has all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. Landlord may turn any returned checks over to law enforcement officials for prosecution according to law.

4.3 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by Landlord representatives in writing. Any oral promises, representations or agreements by Landlord representatives shall not be considered legally binding. No action or omission of Landlord's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Landlord not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

Waiver of Jury Trial

To minimize legal expenses and, to the extent allowed by law, Tenant and Landlord agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

Force Majeure

Landlord shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

4.4 RECEIPT

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

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 WELCOME TO PRIME ONEONTA RENTALS!

Thank you for choosing **Prime Oneonta Rentals** as your home! We are excited to have you and look forward to a smooth, safe, and enjoyable year. Any referrals, feedback, & testimonials to help improve the PRIME rental experience for current and future students are greatly appreciated. Good luck, stay safe and well!

5.2 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X

Lessee

Date Signed

X

Lessor

Date Signed