

**PARADIGM PROPERTIES, LLC**

www.cortlandhousing.com; Email: information@cortlandhousing.com; Phone (607) 756-4804

**THIS AGREEMENT**

Made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, **BY AND BETWEEN** Paradigm Properties, P.O. Box 41, Cortland, NY 13045, **LANDLORD**, and the below mentioned **TENANT(S)**:

**PLEASE PRINT**

Name Home Address

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

1. **PREMISES:** Witnesseth, that the said **LANDLORD** has agreed to let, and hereby does let, to the **TENANT(S)**, and the said **TENANT(S)** agree to take and thereby do take the following premises:

\_\_\_\_\_

2. **TERMS OF LEASE:** With the privileges and appurtenances for and during the term of two semesters from August \_\_\_\_, 20\_\_ to December \_\_\_\_, 20\_\_ and from January \_\_\_\_, 20\_\_ to May \_\_\_\_, 20\_\_ at 5:00 p.m. An **early arrival fee** of \$25.00 per person per night will be charged to **TENANT(S)** requesting early arrival at the beginning of each semester upon agreement by the **LANDLORD**.

**TENANT(S)** may occupy the leased premises over the College's **winter break** only with the permission of the **LANDLORD** and will be charged as follows: 1-7 days: \$100.00; 8-14 days: \$200.00; more than 14 days: \$300.00. If **TENANT(S) wish to stay past the end of the lease**, a fee of \$25.00 per person per night will be charged. **TENANT(S)** must seek **prior consent** from the **LANDLORD**. Only **TENANT(S)** on this lease are allowed to occupy the premises.

**\*\*THE SAID TENANT(S) ATTEST THEY ARE A FAMILY UNIT OR FUNCTION AS A FACTUAL, FUNCTIONAL EQUIVALENT OF A FAMILY UNIT PURSUANT TO LOCAL ZONING CODES.\*\***

**"TENANT(S) ARE JOINTLY AND SEVERALLY LIABLE FOR THE TOTAL RENT AND ALL DAMAGE TO THE PREMISES. TENANT(S) covenant that they shall pay to the LANDLORD for the use of said premises, the total rent equaling \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid in three (3) installments as follows: The first installment \$ \_\_\_\_\_ (\$350.00 per person) to go towards the first semester's rent due on March 1, 20\_\_; the second installment of \$ \_\_\_\_\_ (\$ \_\_\_\_\_ per person) equaling the balance of the first semester's rent due on August 1, 20\_\_; and the third installment of \$ \_\_\_\_\_ (\$ \_\_\_\_\_ per person) for the second semester's rent due on December 8, 20\_\_. While the above rent is broken down into per person amounts, TENANT(S) are jointly and severally liable for the total amount of rent. TENANT(S) may not have access to the premises until the lease term begins and the full rent payment or post-dated checks for those TENANT(S) waiting for financial aid have been received by LANDLORD together with all signed GUARANTY AGREEMENTS.**

**TENANT(S) PAYING WITH FINANCIAL AID:** LANDLORD requires a payment of \$100.00 by the date rent is due each semester **along with a post-dated check** for the remainder of the rent. Post-dated checks may be dated no later than October 15 for fall semester and no later than February 15 for spring semester. Post-dated rent checks must be given to **LANDLORD by date rent is due**, to be held by **LANDLORD** and cashed by **LANDLORD** on date written on check(s). **TENANT(S)** paying with financial aid **must submit proof they are receiving a loan** with the post-dated check(s).

**IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT THAT MORE THAN ONE PERSON AS TENANT EXECUTES THIS LEASE, THOSE PERSONS SHALL BE DEEMED LIABLE COLLECTIVELY FOR PAYMENT OF THE TOTAL RENT AND ALL MONIES DUE TO FULFILL THE TERMS OF THIS LEASE REGARDLESS OF ENROLLMENT STATUS.**

If **TENANT(S)** wish to continue to rent any of **LANDLORD'S** premises the year after the current lease, **LANDLORD** reserves the right to void the lease for the following year if the terms of the current lease have not been met.

**3. ASSIGNMENT:** The said premises may be sublet or assigned only with the prior written consent of the **LANDLORD** and any substitution of occupants on the **LEASE** shall have prior written consent of the **LANDLORD**. The **TENANT(S)** who wish to sublet are responsible for finding a replacement **TENANT** that is acceptable to the **LANDLORD**. The replacement **TENANT(S)** must be a current SUNY Cortland student of the same gender as the original **TENANT(S)**, unless agreed upon by all **TENANT(S)** and **LANDLORD**. If a suitable **SUBLET TENANT** is found and all **TENANT(S)** do not approve of the **SUBLET TENANT**, the remaining **TENANT(S)** must find a **SUBLET TENANT**. If a new **SUBLET TENANT** is not found, the remaining **TENANT(S)** are responsible to pay the remaining balance of the rent in full. **An administrative fee of \$150.00 will be charged to the original TENANT(S) on the lease who wish to sublet.** The person who sublets may not use the security deposit of the original **TENANT** they are subletting from. The original **TENANT** will not receive his/her security deposit back or any rent paid until the **TENANT** who is subletting pays his/her security deposit and one semester's rent in full.

**4 UTILITIES:** Rental includes reasonable amounts of **Water (x), Gas (x), and Electric (x)**. (Reasonable is defined by taking the average of the last three years in gallons, therms, kilowatts, dollars). **Laundry facilities are for TENANTS' use only.** **TENANT(S)** agree to use said facilities and utilities in an economical and prudent manner. **TENANT(S)** shall not use extension cords, air-conditioners, or mini-refrigerators without the consent of the **LANDLORD**. A fee of \$50.00 per semester/per appliance will be charged to **TENANT(S)** wishing to use said appliances. **Windows and exterior doors shall be kept closed once the heat is turned on** and air conditioners must be removed. Failure to comply will result in a fee of \$25.00/day per window.

The **LANDLORD** is responsible for lawn care and snow removal of the driveways, porches, and sidewalks. **TENANT(S)** are responsible for removing snow on and around their personal vehicle(s).

**5. SECURITY DEPOSIT:** By \_\_\_\_\_, the **TENANT(S)** shall deposit with the **LANDLORD** the sum of \$\_\_\_\_\_ as the security deposit for the faithful performance by the **TENANT(S)** for his/her/their obligation under this **LEASE**. The security deposit shall be returned to **TENANT(S)** within 45 days after the expiration of the **LEASE** term, provided that the **TENANT(S)** have complied with all conditions and obligations of said **LEASE**: the premises are left clean and no damage has been incurred. In no event shall this security deposit, or any portion thereof, be applied by the **TENANT(S)** against any rent payment. This deposit shall not be refunded in the event of non-occupancy by **TENANT(S)**.

**6. LATE RENT PENALTY:** Rent not paid by the fifth (5th) day after it becomes due is considered delinquent and is subject to a late charge of 5% of the monthly rental value not to exceed \$50.00. An administrative fee of \$35.00 (thirty-five dollars) will be charged for any returned checks in addition to any late fees assessed.

**7. COST OF COLLECTION:** In the event that it becomes necessary for the **LANDLORD** to employ an attorney to enforce any of the **LANDLORD'S** rights under this agreement or any law of this state, **TENANT(S)** agree to pay **LANDLORD** the actual amount of all costs, expenses, and attorney's fees incurred by **LANDLORD** in connection therewith, whether or not suit is filed.

**8. VENUE:** The parties stipulate and agree that Cortland County shall be the venue of any action or proceeding brought to enforce the terms of this Agreement.

**9. USE OF PREMISES:** **TENANT(S)** agree to observe, comply with, and execute promptly, at his/her expense, during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities, agencies and insurance carriers which relate to the use or occupancy of the demised premises. **TENANT(S)**

agree to obey all House Rules and to pay **LANDLORD** the actual amount of all costs, expenses, or fees **LANDLORD** is charged as a result of **TENANT(S)** failure to obey state or local laws, ordinances, or rules.

And the said **TENANT(S)** shall take special care that no damage happens to the building or any fixtures or sewage systems therein, in the use of electricity, water, or gas, and they shall be liable for all damages occasioned by themselves, their agents, or guests in the commission or omission of any acts causing such damage. The **TENANT(S)** specifically agree to pay all costs associated with the maintenance, repair, or labor involved in the cleaning or unblocking of sewer lines due to **TENANT(S)** failure to comply with the house rules. Costs will be divided equally among all **TENANT(S)**. And provided further, the **TENANT(S)** shall notify the **LANDLORD** immediately of any situation deemed hazardous to apartment, building, and/or connecting grounds.

**TENANT(S)** are not permitted to walk on, sit on, lay on, or recline on any **roof, including porch roofs**, of the building, as such activity can cause holes or other damage to the roofs which can result in costly repairs. **TENANT(S) who disregard this rule are subject to an automatic deduction from his/her security deposit.**

**TENANT(S) will furnish non-permeable mattress cover(s) for bed(s)**, linens, cooking utensils, dishes, flatware, cleaning products, desk lamp and desk (if desired), and vacuum cleaners. **TENANT(S)** will not remove any furniture, fixtures, or personal property belonging to the **LANDLORD**. **TENANT(S)** shall take good care of furnishings, appliances, and mechanical equipment furnished by the **LANDLORD** and shall be careful not to damage walls, wood, doors, windows, locks, or decorations. Objects may be hung on walls with prior approval of **LANDLORD**. Only blinds or curtains are permitted to be hung in or on windows. **No posters, fabric, or signs of any kind with offensive language or graphics are permitted to be displayed in windows.**

The **TENANT(S)** covenant that at the expiration of said term, he/she/they will surrender up said premises to the **LANDLORD** in as good condition as now, normal wear and tear by the elements accepted. A cleaning fee will be assessed for premises not left in the required condition. (See #14, **CLEANING**, below.)

The **TENANT(S)** shall use the premises for residence only and for the persons named herein and no other persons shall be permitted to use the same for housing accommodations, nor shall any other use or business be permitted there. All of the lands of the **LANDLORD** upon which the said apartment/building is situated shall remain subject to control of and access and use by the **LANDLORD** at all times, subject to the quiet enjoyment of the **TENANT(S)**.

**10. PARTIES: Kegs and parties** (a gathering of more than one guest per tenant) are not permitted. Violations of this rule can, at the discretion of the **LANDLORD**, result in loss of security deposit and termination of lease. Excessive complaints of noise will lead to eviction and loss of all monies. **TENANT(S) agree to abide by the city's noise ordinance.**

**11. PETS:** No animals of any kind are allowed on the premises at any time. This includes animals that are brought into the building by **NON-TENANT(S)**. **Failure to comply will result in a loss of full security deposit and eviction.**

**12. SMOKING:** No smoking is allowed inside of the units or buildings at any time. **Any burns in carpets, floors, or furniture will result in the loss of full security deposit.**

**13. MAINTENANCE & REPAIRS:** Maintenance and repairs are the obligation of the **LANDLORD** and will be made within a reasonable length of time after notification by **TENANT(S)**. **TENANT(S)** shall not make nor authorize any person to make any repairs or alterations to the said premises without **LANDLORD'S** prior consent. Any alterations made by the **TENANT(S)** to the said premises, which are so attached that they cannot be removed without injury or defacement to the premises, shall become the property of the **LANDLORD**.

**14. CLEANING:** Upon termination of this lease, should premises be left in an unclean and unhygienic condition, **TENANT(S)** shall be charged a general cleaning fee of \$95.00 per **TENANT**. If the cleaning requires more than what is considered "ordinary wear and tear," an additional fee could be assessed. **LANDLORD** may at his election waive cleaning fees, should **TENANT(S)** leave the premises in a clean, hygienic condition acceptable to **LANDLORD**.

**15. DAMAGES:** **TENANT(S) are required to fill out both apartment and bedroom inventory forms and return to LANDLORD within two weeks of moving in.** The **TENANT(S)** shall pay the **LANDLORD** immediately for any damage occasioned to the building or any part thereof or any contents of the building by his/her act or negligence or that of his/her guests or visitors. If any damage is found in any rooms or halls which are used in common by all **TENANTS** and this damage is not identified as the responsibility of any particular **TENANT(S)**, the **LANDLORD** shall have no recourse but to divide the cost of the damage equally upon all **TENANT(S)**.

The **LANDLORD** reserves the right to enter said premises for inspection or repairs therein as shall be considered requisite by the **LANDLORD**. Further, the **LANDLORD** reserves the right to enter said premises to show for rental purposes. Whenever possible, the **TENANT(S)** shall be notified in advance.

**16. ALTERATIONS:** **TENANT(S)** shall not make alterations to the leased premises. Wallpapering or repainting of the walls, ceilings, floors, woodwork, or furniture without the consent of the **LANDLORD** is prohibited.

**17. GARBAGE:** Furnished garbage cans are to be kept in spaces provided. If it becomes necessary for **LANDLORD** to remove garbage, clean, or return garbage containers to said space, a fee will be deducted from **TENANT(S)**' security deposit. **A mandatory \$20.00 fee will be charged to all TENANT(S) for garbage removal upon completion of lease.**

**18. TENANT(S)' PERSONAL PROPERTY:** The **LANDLORD** shall not be held responsible in any way for any damage to or theft of **TENANT(S)** personal property in or outside the rented premises. It is recommended that **TENANT(S)** carry **Renter's Insurance** on their personal property.

**19. PARKING:** Only **TENANT(S)** are allowed to park on the property. Vehicles may be parked only in the parking area designated by the **LANDLORD**. At no time are vehicles allowed on the lawn. Guests must find alternative parking. Parking permits may not be assigned to non-tenants. **TENANT(S)** assume responsibility for their vehicles, including any damages caused by vandalism, act of God, or other, including falling icicles, parking tickets, and towing charges.

**20. KEYS:** The **LANDLORD** shall provide the **TENANT(S)** with all keys necessary for the use of the premises. There shall be a fee of \$30.00 to replace any keys lost during the terms of the lease. These keys shall be returned to the **LANDLORD** at the end of the lease period. For any **TENANT(S)**' key not returned to **LANDLORD** at the end of the lease, there shall be a fee of \$50.00 to cover the cost of replacing the corresponding lock(s).

**21. FIRE AND SMOKE DETECTORS:** Once **TENANT(S)** occupy said premises, the care and maintenance of the smoke detector(s) become the **TENANT(S)** responsibility, except when detector becomes inoperable due to no fault of **TENANT(S)**. **TENANT(S)** agree not to remove batteries or remove, damage or otherwise disable smoke detectors. Should the said premises be destroyed by fire or rendered untenable by damage of any kind or nature, the **LANDLORD** may elect to terminate this **LEASE**.

Please take notice that **TENANT(S)** and the **LANDLORD** each have certain rights and responsibilities under the City of Cortland Code of Ordinances Chapter 103, a copy of which is available in the City Hall, 25 Court St, Cortland, NY 13045.

**LANDLORD'S** acceptance of this agreement is made expressly contingent upon **TENANT(S)** furnishing to **LANDLORD** the signed and notarized written **GUARANTY** by **TENANT(S)**' **PARENT** or **GUARDIAN**. **LANDLORD** shall retain the right to reject this lease unless such **GUARANTY** or other security for the payment of all sums due shall be furnished to the **LANDLORD**.

**TENANT(S)** are capable to sign this agreement and are not relying on any prior oral representations of the owner. **TENANT(S)**, by signing below, acknowledge that he/she has read, understands, and accepts all the provisions of this lease agreement.

_____	(TENANT) Cell Phone _____	Email _____
_____	(TENANT) Cell Phone _____	Email _____
_____	(TENANT) Cell Phone _____	Email _____
_____	(TENANT) Cell Phone _____	Email _____
_____	(TENANT) Cell Phone _____	Email _____
_____	(TENANT) Cell Phone _____	Email _____
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_____	(TENANT) Cell Phone _____	Email _____
_____	(TENANT) Cell Phone _____	Email _____
_____	(TENANT) Cell Phone _____	Email _____

\_\_\_\_\_ **LANDLORD / OWNER, PARADIGM PROPERTIES, LLC**