

University Hill Realty, LLC



500 Westcott Street • Syracuse, NY 13210
(315) 422-0709

1. University Hill Realty

1.1 DATE AND PLACE

This LEASE AGREEMENT is made in the City of Syracuse, New York, on <<Lease Creation Date>>.

1.2 PARTIES TO THIS LEASE

Landlord: University Hill Realty, LLC, as agent for: <<Owner Name(s)>> 500 Westcott Street, Syracuse, NY 13210.

<<Tenants (Financially Responsible)>>, <<Co-Signer(s)>>

If there are more than one Tenant, all the provisions binding the Tenants shall be deemed joint and several.

1.3 APARTMENT AND BUILDING

The Landlord agrees to lease and the Tenant agrees to rent:

<<Unit Address>>

Syracuse, New York 13210 (referred to as The Apartment).

1.4 LEASE TERM

The terms of this Lease shall be 11 2/3 months beginning at **noon** on <<Lease Start Date>> and ending at noon on <<Lease End Date>>.

1.5 RENT AND PAYMENT

The rent for the term of the lease is Total Rent for Term. You, the Tenant, will pay this rent to the Landlord as follows: in equal monthly installments of <<Monthly Rent>>, payable to: University Hill Realty, LLC., without demand or offset, and mailed or delivered to that name at: 500 Westcott Street, Syracuse, New York 13210, until written notice of change.

1.6 LATE CHARGES AND DEFICIENT PAYMENT CHARGES

1. Rent is due on the first day of each month. If the rent is not postmarked or otherwise delivered/processed/submitted on or before 5:00pm on the fifth day of each month, Tenant agrees to pay a late charge of fifty dollars (\$50.00) or 5% of the outstanding balance, whichever is less. The late fee shall be charged on the sixth day of the month and shall be paid together with the overdue balance and is considered additional rent.
2. Tenant shall pay, as additional rent, a \$20.00 fee for each returned payment. Landlord shall have the right to apply any payments made by Tenant, first to any late charges or returned payment charges or water usage charges, before applying the payments to basic rent charges. All additional fees convert to rent.
3. As this lease is intended by both parties to terminate at noon (12:00 p.m.) on the <<Lease End Date>> the tenants further agree that in the event that they wish, or are encouraged by circumstance to stay beyond the set termination day of this lease that the leasehold will then become a day to day leasehold and such tenancy shall be under all of the terms and conditions of this lease, including all other rental costs contained in this lease. Further, that daily rent will be in the amount of \$300.00 and will be due no later than 9:30 a.m. each day of the day-to-day leasehold. This daily rent amount shall be delivered in person to the Office of the Landlord at 500 Westcott Street, Syracuse, NY 13210

1.7 INSUFFICIENT FUNDS CHECK POLICY

Any payment returned to Landlord by a bank must be replaced immediately. Late fees will accumulate retroactively to the 6th of the month. If Tenant's payment is returned to Landlord by a bank on two occasions for insufficient funds, Tenant

agrees to pay rent with certified funds (cashier's check or money order) from that date forward to the end of the lease.

1.8 LOCK OUT FEES & RENTERS INSURANCE

After hours, for any lockout, where a Tenant needs Landlord to unlock door or replace keys, a \$50.00 cash in advance fee will be charged. Landlord strongly urges Tenant to purchase renters insurance.

1.9 UTILITIES AND SERVICES

The following services and utilities are to be paid for by Tenant or Landlord as indicated below for the entire length of the lease term:

Tenant Responsible for the following utilities: gas, electricity, cold water, sewer, snow removal, internet.

Landlord Responsible for the following utilities: none

All charges to be paid by Tenant pursuant to this paragraph are deemed additional rent. Tenant shall promptly pay all charges for those utilities and/or services which are Tenant's responsibility during the full term of the Lease. Tenant shall be responsible for any fines levied by municipal authorities in connection with failure to comply with regulations concerning any of the above utilities and/or services which are the Tenant's responsibility, such as snow removal or trash removal. Landlord will apportion to the premises any charge for utilities not separately metered, such as water, and Tenant's share shall be due as additional rent five (5) days after billing to Tenant by Landlord. All utilities which are Tenant's responsibility must be kept on and continued in the Tenant's name during the entire lease term. Heat must be maintained so that pipes do not freeze, not less than 63 degrees Fahrenheit. Tenant shall be charged for consumption of utilities during the entire lease term. Landlord shall be allowed to use Tenant's security deposit for any such consumption charges. Should Tenant turn the utilities off, Landlord reserves the right to have the utilities turned back on at Tenant's expense and to charge Tenant for consumption for the remainder of the lease term.

1.10 SIGNATURE AND DELIVERY OF LEASE

You are the Tenant only if you have signed this lease or any related documentation to this lease such as an extension, modification or co-tenant agreement and it has been signed by the Landlord.

1.11 USE AND OCCUPANCY

Apartment occupancy is limited to <<Bedrooms>> persons. Invited guests may stay no longer than four (4) consecutive days. If guests stay longer than 4 days, the Landlord must be notified. Casual boarders are not allowed except in compliance with the terms of this paragraph and that of the entire lease. Any guest staying more than four (4) days without the consent of the Landlord shall be deemed an occupant. If any occupant other than the above-named Tenant(s) occupies the apartment, Landlord must be given written notice of the name and all pertinent information as requested for such occupant, and an apartment application must be completed. Additional rent, due immediately, of \$300.00 per month for each additional occupant, shall be required. Any occupant not identified to Landlord shall be deemed a trespasser. The sole determination as to whether a guest or casual boarder shall be deemed an additional occupant shall rest solely with the Landlord at all times and be fully binding on the Tenant.

The apartment is to be used only as a separate and discreet dwelling, and the use of the apartment must be in accordance with all laws, ordinances, statutes and requirements of all governmental authorities and the fire/liability insurance carrier. Airbnb or other short-term rentals are not permitted. Each Tenant is part of the functioning whole family and agrees to share in the benefits and responsibility's of such occupancy including cooking, cleaning, shopping and other domestic necessities. The Tenant acknowledges that they are, by signing this lease, becoming part of a functional and factual equivalent of a biological family, and will be sharing the premises in total with their fellow Tenants.

1.12 TRASH / CITY ORDINANCES

Tenant shall comply with all trash ordinances, recycling requirements, snow removal regulations and other ordinances of the city and county where the property is located, including those governing unlicensed or unregistered vehicles. Tenant shall promptly send a copy of any notice received from the local municipality regarding violations of any ordinances to Landlord. Tenant shall be responsible for any and all fees or fines levied for failure to comply with any and all ordinances.

Tenant is aware that the garbage pick-up day is <<Additional Lease Information>>. Tenant shall put trash out in accordance with the rules and regulations no earlier than 8:00 P.M. on the day prior to pick-up. Trash carts and recycling carts shall be returned to the appropriate area by the end of the day (6:00 P.M.) that pick-up was made. Tenant shall comply with all applicable recycling regulations, as amended from time to time. Tenant acknowledges that it will be a material breach of the lease if Tenant fails to comply with said recycling law and the procedures and guidelines set by the Landlord to comply fully with said law. Landlord reserves the right to remove or dispose of excessive trash, debris, or recycling at Tenant's expense. All penalties shall be added to the rent and deemed additional rent.

1.13 SECURITY SYSTEM AND LAUNDRY

The apartment unit home may be equipped with a security system. If so, and if Tenant elects to have security system protection, Tenant shall pay the monitoring charge directly to the monitoring company. Tenant shall provide Landlord with the security code to the alarm system, if applicable.

Should the code change during the lease term, Tenant must notify Landlord of any changes. Tenant may not alter in any way an existing security system; nor use a monitoring agency not approved by University Hill Realty, LLC. Tenant agrees that Landlord is not legally responsible directly or indirectly in the proper functioning of the security system for the protection to tenants, persons, or property.

Landlord has provided a coin operated washer and dryer for Tenant convenience which will be removed if Landlord determines vandalism or abuse.

1.14 ANIMALS - EMOTIONAL SUPPORT/SERVICE ANIMALS

NO ANIMALS ARE ALLOWED ON PROPERTY OF THE APARTMENT AT ANY TIME. In addition to other remedies of the Landlord, additional rent of \$300.00 per animal per month shall be charged for any violation of this rule.

A Tenant may present a request in writing to the Landlord for permission to harbor and keep an Emotional Support (Comfort) or Service Animal as per 42 U.S.C.A. 3604(f)(3). Such application and permission must occur prior to the animal being kept at the apartment home. The application should be delivered to the University Hill Realty rental office at 500 Westcott St., Syracuse, NY 13210, and must contain documentation from a doctor or therapist of the following:

1. That Tenant has a disability which impedes the use and enjoyment of the apartment home,
2. A fact specific nexus between the claimed disability and the service/comfort (ESA) animal,
3. That the Tenant has a physical, emotional or psychological dependence on the animal and,
4. That the animal will lessen the disabilities effects and increase the applicant's ability to enjoy and use the apartment.

The Tenant must also:

1. Provide Health and Wellness records for the proposed companion animal, including immunization, vaccination, spayed or neutered records,
2. Provide a statement as to the species, and description of the proposed companion animal and that, as such, the proposed animal will not propose a threat to the health and safety of other tenants; will not create an undue financial and/or administrative burden on the Landlord; that Tenant will be solely responsible for the companion animal's behavior and will clean up waste and prevent the animal from disturbing Tenants/Neighbors; and that animal is on a flea preventative.

1.15 SUBLEASE / ABANDONMENT

1. The Tenant may not assign or sublet all or any portion of the Apartment without written consent of Landlord, but any denied consent must be reasonable as per NYS RPL 226-b/. If such consent is granted or not granted, Tenant shall continue to be fully responsible for carrying out all of the provisions of the lease until relieved of such responsibility in writing by Landlord.
2. The Tenant may not sublet all or any portion of the Apartment without the written consent of the Landlord, except if this Lease involves a building with 4 or more apartments.

1.16 SECURITY DEPOSIT & LAST MONTH'S RENT

1. The Tenant has deposited with the Landlord the sum of <<Security Deposit Charges>> as security deposit for the payment of rents and the performance by the tenant of all other obligations. Said deposit shall be held by Landlord in M&T Bank, Syracuse, NY escrow account. If Tenant complies with all the terms of this lease, returns all original stamped keys, removes all belongings, repaints and repairs any walls/ ceilings with approved colors/finishes that tenant has changed or damaged, removes all window coverings and hardware, and delivers possession of the apartment in the condition required pursuant to the terms of the lease, the security deposit shall be returned to the Tenant(s) within fourteen (14) days after this lease ends, together with a statement showing any charges made against said deposit. Tenant has opportunity to inspect the premises and obtain a statement attested to by both parties, attesting to the condition of the property. If Landlord uses the security deposit during the term of the lease to cure defaults of the Tenant, Tenant shall, upon notice from Landlord, send to Landlord an equal amount to replace the sum used by Landlord. At all times Landlord is to have the amount of security stated above. The security deposit shall not be used by the Tenant as first or last month's rent, without the written consent of the Landlord.
2. At the commencement of this Lease, Tenant shall pay Landlord a sum equal to one month's rent, designated as "Last Month's Rent." This payment shall be held by Landlord, separate and distinct from the Security Deposit, and applied to the final month of tenancy under this Lease or any renewal or extension thereof.

In the event the Lease is renewed or extended with one or more of the original Leaseholders remaining in possession, the Last Month's Rent shall transfer and continue in effect until such time as **all of the original Leaseholders have permanently vacated the Premises**. If one or more Leaseholders vacate and are replaced by new tenants, whether through sublease, assignment, or amendment to the Lease, the Last Month's Rent shall remain with Landlord and shall not be refunded, apportioned, or applied to the departing tenant(s). It will continue to be held and carried forward for the benefit of the tenancy as a whole until all original Leaseholders have permanently vacated.

If at the time of the final month of tenancy the monthly rent is greater than the Last Month's Rent originally paid, Tenant(s) shall be responsible for paying the difference between the amount originally paid and the then-current monthly rent due.

The Last Month's Rent shall not be applied to any month's rent other than the final month of tenancy and shall not be used in lieu of any monthly rental payment during the term of occupancy.

1.17 TENANT'S RESPONSIBILITIES

Tenant is responsible for the behavior of Tenant, of Tenant's immediate family, of the Tenant's servants and people who are visiting Tenant. Tenant will reimburse the Landlord as additional rent upon demand, for the cost of all losses, damages and fines of members of Tenant's immediate family, servants or people visiting Tenant that have not obeyed governmental laws and orders or the agreements or rules of this lease. Tenant agrees to get written approval from Landlord for all painting and changes to the Apartment or property. Tenant is responsible for snow and ice removal of sidewalks, steps and parking areas as well as regular sweeping, mopping and cleaning of the steps, stairs and hallways.

Tenant agrees to complete and return the Apartment Condition Checklist within 10 days of lease inception.

1.18 FIRE

If the Apartment or building is damaged by fire or other casualty, Landlord may decide not to restore it. In such event, Landlord may, within ninety (90) days of such fire or other cause, give Tenant a notice in writing of such decision, and thereupon the term of this lease shall expire upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. Should the Landlord decide to restore the property, the rent shall be fairly reduced to reflect the extent of the damage.

1.19 EMINENT DOMAIN

The entire building or part of it can be acquired (condemned) by any government agency for a public or quasi-public use

or purpose. If this happens, lease shall end on the date the government agency takes title, Tenant shall have no claim against the Landlord for any damage resulting; Tenant also agrees that, by signing the lease, Tenant assigned to Landlord any claim against the government agency for the value of the unexpired portion of the lease.

1.20 DELAY OF POSSESSION

Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenants is unable to occupy the premises.

1.21 ENTRY BY LANDLORD

The Landlord or his agents shall have the right to enter the apartment during reasonable hours, with reasonable prior notice to examine, show, make repairs or improvements, exterminate, install or work on systems and perform other work that the Landlord decides is necessary, and to make reasonable use of Tenant's utilities to affect the same. Locks or additional locks may not be changed or added without landlord permission.

1.22 REPAIRS

Tenant agrees to take good care of the apartment and keep the premises, equipment and fixtures in a first-class condition and repair. Tenant agrees to notify Landlord in writing immediately of any necessary maintenance and repairs online at **www.universityhill.com**. There will be no abatement of rent for a period when Landlord is making repairs or improvements to Tenant's apartment or building. Tenant must at Tenant's cost, make all repairs and maintenance whenever the need results from Tenant's action or neglect of any person on the premises with Tenant's knowledge and consent. These instances include but are not limited to clogged plumbing (by flushing in toilet or drains: paper towels, sanitary napkins, tampons, condoms and wipes of any sort or description), the introduction of insects and bed bugs or other vermin into the premises, broken windows, torn screens, floor gouging, holes or tears in the walls, etc. Landlord is responsible to install barriers to entry by pests. Landlord will treat any infestations for the first 90 days of lease, after 90 days, Tenant will be responsible for all infestations.

If Tenant fails to make a needed repair or maintenance, Landlord may do so and charge Tenant accordingly. Landlord's expense may be deemed as additional rent and will be payable with the following month's rent.

Tenant may not add/change locks, use common areas, hallways, staircases, attics, or basements for storage or install, or use overhead (ceiling) fans, space heaters, air conditioning units, dimmer switches, waterbeds and the like without the written permission of the Landlord.

1.23 END OF LEASE

At the end of the base lease, Tenant shall leave the apartment and property in good order and restored to its original condition, ordinary wear and tear accepted. Good order shall mean thorough cleaning of the apartment including washing, cleaning, and repairing of all walls, trim, floors, windows and screens, sills, shelves, cabinets, closets, appliances, and fixtures, remove all window hardware (including brackets/rod holders), curtains, nails, waxing of vinyl floors, shampooing of carpets and all cleaning as indicated on the Cleaning Checklist lease addendum. Landlord reserves the right to hire a cleaning service and deduct the charge from Tenant's security deposit. Tenant must vacate the property by **noon** on the last day of the original (base) lease term, or pay the increased rent set out in Clause 1.6(3) of this agreement on a daily basis. Refer also to Clause 1.16, SECURITY DEPOSIT.

1.24 REMOVAL OF PROPERTY

All trash and recycling must be removed from the premises. City provided trash and recycling carts must be emptied at end of lease. If the Tenant vacates and fails to remove any personal belongings, the property shall become the property of

the Landlord, at the option of the Landlord. The Landlord may have the property removed at the Tenant's expense.

1.25 INABILITY TO PROVIDE SERVICES

In the event Landlord is delayed in providing any services to Tenant as required by this lease or in making any repairs to the building during the term of the lease, Landlord shall not be liable to Tenant in any manner whatsoever for any loss or damage suffered by Tenant in connection there with nor shall any abatement of rent occur during the term of this lease as a result thereof unless the premises is rendered uninhabitable as a result of the Landlord's failure to make repairs or provide services.

1.26 DEFAULT

1. Tenant defaults under the lease if Tenant acts in any of the following ways:
 1. Tenant fails to carry out any agreement or provision of this lease,
 2. Tenant or any guest of Tenant or another occupant of the apartment behaves in an illegal manner,
 3. Tenant does not take possession or move furniture and personal belongings into the apartment sixty (60) days after the beginning of this lease,
 4. Tenant and other legal occupants of the apartment move out permanently before this lease ends,
 5. Chronic late payment of rent,
 6. Failure to provide the name of every adult residing in the premises.

If Tenant does default in any of these ways, other than a default in the agreement to pay rent, Landlord may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within ten (10) days.

1. If Tenant does not correct a default within ten days, other than a default in agreement to pay rent, the lease is deemed terminated. Even though this lease ends, Tenant will remain liable to Landlord for unpaid rent up to the end of this lease and for damages caused to Landlord after that time as stated in Article 29, subject to any legal duty of Landlord to mitigate.
2. If Tenant does not pay rent as this lease requires after a statutory demand for rent has been made, or if the lease ends, Landlord may do the following: (1) enter the apartment and retake possession of it if Tenant has moved out; or (2) go to court and ask that Tenant and all other occupants in the apartment be compelled to move out.

1.27 REMEDIES OF OWNER AND TENANT'S LIABILITY

Upon the expiration of this lease as a result of any default by Tenant, Landlord at his sole option may proceed as follows:

1. Require Tenant to pay all rent due under the terms of this lease until its expiration date, having taken such steps as may be legally required to mitigate same.
2. Upon the removal of Tenant from the premises either voluntarily or by appropriate legal action, Landlord may undertake to rent the apartment or any portion of it for such period of time as the Landlord may solely determine at any rent that Landlord deems appropriate, so as to mitigate any damages according to law.
3. Tenant shall be legally responsible to pay to Landlord as money damages for failing to comply with the terms of the lease as follows: (1) any loss of rent suffered by Landlord as a result of Landlord's attempt to relet the premises and mitigate any damages suffered thereby; (2) all costs incurred by Landlord in enforcing compliance with the terms of this lease and re-letting same, including but not limited to advertising, brokers' fees, attorneys' fees, court costs, collection fees, refurbishing the apartment, and all related costs in connection therewith.
4. Tenant shall pay all damages due in monthly installments on the rent day established in this lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Landlord's right to collect the damages for a later month by a similar action.

1.28 LANDLORD'S ADDITIONAL REMEDIES

Landlord reserves the right to commence a legal proceeding to compel Tenant to carry out all of the provisions of this lease as required thereby and to grant to Landlord all legal relief that Landlord may be entitled to in enforcing the

provisions of this lease.

1.29 FEES AND EXPENSES

Landlord's Rights. Tenant must reimburse Landlord for any of the following fees and expenses incurred by Landlord.

1. Making any repairs to the apartment or building which result from misuse or negligence by Tenant or persons who live with Tenant, visit Tenant or work for Tenant.
2. Repairing or replacing any appliance damaged by Tenant's misuse or negligence.
3. Correcting any violations of city, state or county laws (including trash and recycling regulations), or orders and regulations of insurance rating organizations concerning the apartment or the building which Tenant or persons who live with Tenant, visit Tenant or work for Tenant have caused.
4. Preparing the apartment for the next tenant if Tenant moves out of Tenant's apartment before the lease-ending date, or leaves the apartment in improper condition or has painted the apartment without Landlord's written permission.
5. All reasonable and necessary legal fees and disbursements incurred by Landlord as a result of any action arising from the terms of this lease between Landlord and any other person or party in connection therewith.
6. Removing all of the Tenant's property after this lease has ended.
7. All other fees and expenses incurred by Landlord because of Tenant's failure to obey any other provision of this lease.

These fees and expenses shall be paid by Tenant to Landlord as additional rent within thirty (30) days after Tenant receives the Landlord's bill or statement. Upon the expiration of this lease, if Landlord has incurred certain fees and expenses as a result of Tenant's failure to carry out any provision of this lease, Tenant shall continue to be liable to pay to Landlord the amount then due as additional damages, which shall be paid within thirty (30) days of the expiration of the lease term upon receipt of a statement from Landlord setting forth the amount due.

1.30 SUBORDINATION

This lease is subject and subordinate to all present and future mortgage financing on the building, including any modifications.

1.31 ILLEGALITY

If any portion of this lease shall be declared by a court of competent jurisdiction to be unlawful for any reason, the remainder of this lease shall remain fully enforceable.

1.32 TRIAL BY JURY

Both Tenant and Landlord agree to give up the right to a trial by jury in a court action, proceeding or counter-claim on any matters concerning this lease, the relationship of Tenant and Landlord as Tenant and Landlord, or Tenant's use or occupancy of the apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.

1.33 NEW YORK STATE LAW

This lease is governed by the laws of the State of New York.

1.34 NOTICES

Notices to the Landlord shall be sent by certified mail, to 500 Westcott Street, Syracuse, New York 13210. Notices to the Tenant shall be sent by mail, email, certified mail, or hand delivered to the apartment. Tenant has read this lease.

All promises made by the Landlord are in this lease. There are no others. This lease may be changed only by an agreement in writing signed by and delivered to each party.

1.35 WAIVER

The receipt by Landlord of rent with knowledge of violations by Tenant of any terms of this lease or the failure of Landlord to insist upon strict performance of a lease term shall not be deemed a waiver unless the waiver is in writing and signed by Landlord. If Tenant pays and Landlord accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Landlord to accept this lesser amount in full satisfaction of all the rent due. The failure of the Landlord to enforce the rules and regulations of another tenant's lease shall not be construed a waiver by the Landlord of any terms of this lease.

1.36 BINDING EFFECT

This lease shall bind and benefit the parties, their heirs, successors and permitted assigns.

1.37 APPLICATION

Prior to signing this lease, Tenant submitted to Landlord a rental application containing certain information and statements requested by Landlord, which statements and information made by Tenant are hereby incorporated by reference as though fully written herein. Tenant represents and warrants the information and statements made and furnished by Tenants in said rental application are true and complete and Tenant acknowledges that Landlord has relied thereon in entering into this lease. If Landlord shall at any time discover that any information or statement by Tenant in said application is determined to be false, it shall be an event of default under the terms of this Lease. Tenant agrees to submit a new application upon renewal each term. Apply on the University Hill Website universityhill.com or make arrangements to apply in person.

Landlord desires a relationship of mutual cooperation and good will, so that the Tenant's stay will be enjoyable and comfortable. Landlord is doing all within his power to ensure it. Tenant must notify Landlord in writing immediately of all incidents, which interfere with the quiet enjoyment of the premises, and allow Landlord to address the issue.

Landlord is a licensed real estate broker who is working on behalf of the Landlord, University Hill Realty, LLC and the owner of the Property only, and in no instance represents the Tenant, nor should in anyway be construed to be a dual agent of Landlord and Tenant.

1.38 FLOOD DISCLOSURE

This home is not in a FEMA designated floodplain, or an SFHA 100-year floodplain. It is in an SFHA 500-year floodplain. The premises have not experienced any flood damage in the past. Flood insurance is available to renters from the NFIP program.

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

X _____
Initial Here

2. Sign and Accept

2.1 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

1. Cleaning & Move Out

1.1 CLEANING

1. Wash dirt and grease off walls, trim, doors, light fixtures, switch plates, etc.
2. Dust and wipe down baseboards and remove cobwebs.
3. Clean interior and exterior of windows, screens, windowsills, and sashes.
4. Vacuum and shampoo carpets, damp mop hardwood, and wash and wax vinyl tile floors. Furnish the office with a dated receipt for shampooing carpets, if completed, when you surrender the keys.
5. Clean bathroom(s) completely; scrub sink, faucets, toilet, tub, tiles, floors, and walls.
6. Clean the stove, refrigerator and dishwasher leaving no grease or food on or in, behind or under the appliances.
7. Wash inside and outside of kitchen cabinets, shelves, and drawers.
8. Clean washer and dryer if applicable. Clean any used common areas (porch, basement, stairway, attic).
9. Single family homes must broom clean the basement, hallways, attic, porches, garages, etc.
10. Remove all personal belongings and trash from the property.
11. Plan ahead and please put out unwanted belongings during normal trash pick-up over the last few weeks of your lease. Do NOT put trash to the curb unless it is trash day
12. Cleaning charges are approximately \$35/hour/person.

1.2 REPAIRS AND MAINTENANCE

1. Remove all nails, tape, hooks, command strips, window hardware, etc. You may patch, sand, prime and paint if holes or marks were created. Be sure any patching does not “bleed” through. May be charged \$10.00 or more per hole or patch.
2. You may repaint any walls and trim that were painted with colors other than bone white; typical repainting charges run \$300-\$400 per room. You may purchase the custom paint at Lewis and Tanner Paints Inc at 430 E. Washington St. We use Bone White Semi-Gloss BRU2057801 Bay Country for walls and trim. We use Bone White Flat BRU200781024 Bay Country on ceilings. Use flat on ceilings only (not including kitchen and bathrooms) and use semi-gloss on all other areas.
3. Repair or replace all broken windows and torn screens.
4. Clear all clogged drains. Licensed plumbers charge \$200.00 minimum for clogged drains.
5. Leave all light bulbs in working order.
6. Exterminate any insect or rodent infestations and submit proof of payment to our office.
7. If you had pets, repair any pet damage, and professionally exterminate premises for fleas.

1.3 MOVE OUT

1. Remove all belongings and trash from the entire house/apartment including the attic, basement, and porches. Refer to the attached City Services Guide 2023 to be sure you comply with all City trash removal ordinances.
2. You may sell or give items away on www.craigslist.org, Givetootothers.com, www.freecycle.org or by contacting the Rescue Mission at www.rmsyr.org or Goodwill at www.goodwillfingerlakes.org.
3. If you need large trash pickup, please arrange it at least two days before your pick up day. You must call (315-448-2489) or a private hauler of your choice and arrange for the trash to be picked up before your move out day. The City does not take broken furniture.
4. Pay all unpaid late charges, rents, water usage, etc. Full Rent is due for the Last Month of your Lease. If you prepaid your Last Month's Rent, you are responsible for canceling any recurring payment you set up in the Tenant Portal a month before your last month.
5. ***Make sure to provide your forwarding address*** You can do so by submitting a Notice to Vacate in your tenant portal under the Contact Us tab

1.4 GENERAL

You must vacate the premise BEFORE NOON on the <<Lease End Date>>. Failure to move out on time will result in a Holdover charge of \$300/day. On or before , you must come to the office and surrender ALL your keys. At that time, you will fill out a form indicating you have returned your keys and specify the deposit return directions. ALL TENANT NAMES WILL BE ON ONE CHECK UNLESS OTHERWISE NOTED. You now have the option to update your forwarding address and opt for an e-check in the Tenant Portal. Otherwise, security deposit refund checks will be placed in the mail 14 days after <<Lease End Date>>.

X

Date Signed

1. Schedule of Charges

1.1 POSSIBLE CHARGES AT MOVE OUT

This is not an exhaustive list of charges and are subject to change based on market prices and availability*

Schedule of Charges*

Name	Description	Cost
Bathroom - Cabinet Knobs - Replace	Bathroom - Cabinet Knobs - Replace	\$ 10.00
Bathroom - Ceramic Tile - Repair	Bathroom - Ceramic Tile - Repair	\$ 150.00
Bathroom - Drawers - Repair	Bathroom - Drawers - Repair	Invoiced at cost
Bathroom - Drawers - Replace	Bathroom - Drawers - Replace	\$ 50.00
Bathroom - Medicine Cabinet - Replace	Bathroom - Medicine Cabinet - Replace	\$ 160.00
Bathroom - Mirror - Replace	Bathroom - Mirror - Replace	\$ 50.00
Bathroom - Shower Rod - Replace	Bathroom - Shower Rod - Replace	\$ 55.00
Bathroom - Sink - Clog		\$ 75.00
Bathroom - Toilet - Clog		\$ 75.00
Bathroom - Toilet Paper Holder - Replace	Bathroom - Toilet Paper Holder - Replace	\$ 25.00
Bathroom - Toilet Seat - Replace	Bathroom - Toilet Seat - Replace	\$ 35.00
Bathroom - Towel Bar - Install	Bathroom - Towel Bar - Install	\$ 15.00
Bathroom - Towel Bar - Replace	Bathroom - Towel Bar - Replace	\$ 50.00
Cleaning - General		\$35.00 per hour
Doors - Closet Door Off Track	Doors - Closet Door Off Track	\$ 15.00
Doors - Exterior - Replace	Doors - Exterior - Replace	\$ 525.00
Doors - Force Damage - Repair	Doors - Force Damage - Repair	\$ 25.00
Doors - Garage - Replace	Doors - Garage - Replace	\$ 950.00
Doors - Interior - Replace	Doors - Interior - Replace	\$ 250.00
Doors - Key - Replacement		\$ 10.00
Doors - Knob - Replace	Doors - Knob - Replace	\$ 25.00
Doors - Storm - Replace	Doors - Storm - Replace	\$ 150.00
Doors - Storm Handle - Replace	Doors - Storm Handle - Replace	\$ 20.00
Doors - Storm Window - Replace	Doors - Storm Window - Replace	\$ 45.00
Electrical - Bulb - Replace	Electrical - Bulb - Replace	\$ 10.00
Electrical - CO/Smoke Detector - Reinstall	Electrical - CO/Smoke Detector - Reinstall	\$ 25.00
Electrical - CO/Smoke Detector - Replace	Electrical - CO/Smoke Detector - Replace	\$ 70.00
Electrical - Fixture - Replace	Electrical - Fixture - Replace	\$ 65.00
Electrical - Globe - Replace	Electrical - Globe - Replace	\$ 65.00
Electrical - Outlet Cover - Replace	Electrical - Outlet Cover - Replace	\$ 15.00
Electrical - Sconce - Replace	Electrical - Sconce - Replace	\$ 50.00
Electrical - Sconce Cover - Replace	Electrical - Sconce Cover - Replace	\$ 20.00
Electrical - Thermostat - Replace	Electrical - Thermostat - Replace	\$ 80.00
Exterior - Door Bell - Replace	Exterior - Door Bell - Replace	\$ 50.00
Exterior - Major Cleanup	Exterior - Major Cleanup	Invoiced at cost
Exterior - Minor Cleanup	Exterior - Minor Cleanup	Invoiced at cost
Floors - Carpet - Cleaning	Floors - Carpet - Cleaning	Invoiced at cost
Floors - Carpet - Replacement	Floors - Carpet - Replacement	Invoiced at cost
Kitchen - Cabinet - Door Replace		\$ 150.00
Kitchen - Cabinet Knobs - Replace	Kitchen - Cabinet Knobs - Replace	\$ 20.00
Kitchen - Counter - Granite		Invoiced at cost
Kitchen - Drawers - Repair	Kitchen - Drawers - Repair	\$ 10.00
Kitchen - Drawers - Replace	Kitchen - Drawers - Replace	Invoiced at cost
Kitchen - Refrigerator Bracket/Shelf/Rack - Replace	Kitchen - Refrigerator Bracket/Shelf/Rack - Replace	\$ 45.00
Kitchen - Refrigerator Crisper Drawer - Replace	Kitchen - Refrigerator Crisper Drawer - Replace	\$ 80.00
Kitchen - Refrigerator Dents - Repair	Kitchen - Refrigerator Dents - Repair	\$ 95.00
Kitchen - Refrigerator Door Handle Set - Replace	Kitchen - Refrigerator Door Handle Set - Replace	\$ 123.00
Kitchen - Sink - Clog		\$ 75.00
Kitchen - Stove Knobs - Replace	Kitchen - Stove Knobs - Replace	\$ 30.00

Kitchen - Stove Racks - Replace	Kitchen - Stove Racks - Replace	\$	65.00
Kitchen - Stove Range Hood - Replace	Kitchen - Stove Range Hood - Replace	\$	175.00
Labor, Cleaning - Tech or Vendor		\$	28.00
Labor, General - Maintenance Tech	Labor - Maintenance Tech	\$	35.00
Labor, Specialty - Vendor	Third Party Vendor	\$	80.00
Locks - Deadbolt - Replace	Locks - Deadbolt - Replace	\$	50.00
Locks - Exterior - Replace	Locks - Exterior - Replace	\$	55.00
Locks - Lock - Rekey	Locks - Lock - Rekey		Invoiced at cost
Locks - Passage Knob - Replace	Locks - Passage Knob - Replace	\$	30.00
Locks - Remove Lock/Slide	Locks - Remove Lock/Slide	\$	25.00
Pest Control - Bedbugs - Extermination	Pest Control - Bedbugs - Extermination		Invoiced at cost
Pest Control - Cockroaches - Extermination	Pest Control - Cockroaches - Extermination	\$	550.00
Pest Control - Fleas - Extermination	Pest Control - Fleas - Extermination	\$	375.00
Pest Control - Other - Extermination	Pest Control - Other - Extermination		Invoiced at cost
Trash - Electronics - Remove	Trash - Electronics - Remove	\$	75.00
Trash - Exterior Trash/Debris - Remove from curb	Trash - Exterior Trash/Debris - Remove from curb	\$	250.00
Trash - Furniture - Remove	Trash - Furniture - Remove (minimum)	\$	100.00
Trash - Per Bag - Remove	Trash - Per Bag - Remove	\$	30.00
Trash - Television - Remove	Trash - Television - Removal & Disposal	\$	125.00
Walls - Command Strip - Remove	Walls - Command Strip - Remove/repair	\$	6.00
Walls - Hardware - Remove	Walls - Hardware - Remove/repair	\$	6.00
Walls - Large Hole (>2"x2") - Repair	Walls - Large Hole (>2"x2") - Repair	\$	50.00
Walls - Medium Hole (<2"x2") - Repair	Walls - Medium Hole (<2"x2") - Repair	\$	30.00
Walls - Mirror - Remove	Walls - Mirror - Remove	\$	45.00
Walls - Nail Hole - Repair	Walls - Nail Hole - Repair	\$	6.00
Walls - Patches (not sanded/primed) - Repair	Walls - Patches (not sanded/primed) - Repair	\$	6.00
Walls - Strip Lights 1'-25' - Remove	Price per foot	\$	1.00
Walls - Strip Lights 25'-50' - Remove	Price per foot	\$	0.75
Walls - Tape Marks/Peeled - Repair	Walls - Tape Marks/Peeled - Repair	\$	6.00
Walls - Window Hardware - Remove	Walls - Window Hardware - Remove	\$	15.00
Walls - Window Hardware Damage - Repair	Walls - Window Hardware Damage - Repair	\$	30.00
Windows - Pane - Replace	Windows - Pane - Thermopane Replace	\$	250.00
Windows - Reinstall Screen	Windows - Reinstall Screen	\$	25.00
Windows - Screen - Repair	Windows - Screen - Repair	\$	50.00
Windows - Screen - Replace	Windows - Screen - Replace	\$	80.00

X

Date Signed

1. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD- BASED PAINT HAZARDS FOR TARGET HOUSING RENTALS AND LEASES

1.1 LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint or lead-based paint hazards in dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

1.2 LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards at <<Unit Address>>(check below):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):_____

X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the lessee (check below):

_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

X Lessor has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(c) see below Lessee has received copies of all information listed above.

(d) see below Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

X _____
Initial Here

1.3 CERTIFICATION OF ACCURACY

Agent's Acknowledgement (initial)

(e) NR Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

X

Date Signed