

NEW \_\_\_\_\_ RENEWAL \_\_\_\_\_

ADDRESS: \_\_\_\_\_

# University Hill Realty Lease

DATE AND PLACE 1. This LEASE AGREEMENT is made in the City of Syracuse, New York, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PARTIES TO THIS LEASE 2. Landlord: University Hill Realty, LLC, as agent for: \_\_\_\_\_, 500 Westcott Street, Syracuse, New York 13210.

TENANT	HOME ADDRESS	CELL PHONE #
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

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

APARTMENT AND BUILDING 3. The Landlord agrees to lease and the Tenant agrees to rent \_\_\_\_\_, Syracuse, New York 13210 (referred to as The Apartment).

LEASE TERM 4. The term of this lease shall be eleven and two thirds (11 2/3) months beginning at noon on \_\_\_\_\_ 20\_\_\_\_, and ending at noon on \_\_\_\_\_, 20\_\_\_\_.

RENT AND PAYMENT 5. The rent for the term of the lease is \$\_\_\_\_\_. You, the tenant, will pay this rent to the Landlord as follows: in equal monthly installments of \_\_\_\_\_ (\$\_\_\_\_\_) 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.

LATE CHARGES AND DEFICIENT CHECK CHARGES

- 6. (a) Rent is due on the first day of each month. If the rent is not postmarked or delivered on or before the first day of each month, the Tenant agrees to pay a late charge of five dollars (\$5.00) per day for each additional day beyond the first that the rent remains unpaid. The late fee shall be paid together with the overdue rent and is considered additional rent.
- (b) Tenant shall pay, as additional rent, a \$35.00 fee for each returned check. Landlord shall have the right to apply any payments made by Tenant, first to any late charges or returned check charges or water usage charges, before applying the payments to basic rent charges.
- (c) As this lease is intended by both parties to terminate at noon on the \_\_\_\_ of \_\_\_\_\_, 20\_\_ 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 \$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.

INSUFFICIENT FUNDS CHECK POLICY

- 7. Any rent check returned to Landlord by a bank will be immediately re-deposited, without any further notice to the tenant. Late fees will accumulate retroactive to the 1st of the month. If Tenant's rental check is returned to Landlord by a bank on two occasions for insufficient funds, Tenant agrees to pay rent with a cashier's check or money order from that date forward to the end of the lease.

RENTAL DISCOUNT

- 8. A rental discount of 3% is given for quarterly prepayment of rent. A rental discount of 5% is given for semi-annual prepayment of rent. A rental discount of 7% is given for annual prepayment of rent. All discounts require that financial accounts be current and the entire rent for the apartment or house is paid in full, and based upon a 1 1/3 month lease.

UTILITIES AND SERVICES

- 9. 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:

Heat:	Tenant/Landlord
Electricity:	Tenant/Landlord
Hot Water:	Tenant/Landlord
Cold Water and Sewer:	Tenant/Landlord
Cooking Fuel:	Tenant/Landlord
Snow Removal:	Tenant/Landlord

Internet Service: Tenant/Landlord

All charges to be paid by Tenant pursuant to this paragraph are deemed additional rent. The Tenant shall promptly pay all charges for those utilities and/or services which are Tenant’s responsibility during the full term of the Lease. The 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 Tenant’s responsibility, such as snow removal or trash removal. Landlord may apportion to the premises any charge for utilities not separately metered, 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 Tenant’s name during the entire lease term. Heat must be maintained so that pipes do not freeze, not less than 60°. 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 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.

SIGNATURE  
AND  
DELIVERY OF  
LEASE

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

USE AND  
OCCUPANCY

11. Apartment occupancy is limited to \_\_\_\_\_ persons. Invited guests may stay no longer than four (4) consecutive days, if 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 discrete 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 insurance carrier. Each Tenant is part of the functioning whole and agrees to share in the benefits and reasonability’s of such occupancy including cooking, cleaning, shopping and other domestic necessities. The Tenants acknowledged 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.

TRASH/CITY  
ORDINANCES

12. 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 ordinances.

Tenant is aware that the garbage pick-up day is Tuesday/Wednesday. 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 cans and recycling bins 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 said lease if Tenant fails to comply with said recycling law and the procedures and guidelines set by Landlord to comply fully with said law. Landlord reserves the right to remove or dispose of excessive trash, debris or recycling at the Tenant's expense. All penalties shall be added to the rent and deemed additional rent.

SECURITY  
SYSTEM -  
WASHER/DRYER

13. The apartment unit 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 its 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. The 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.

PETS/  
EMOTIONAL  
SUPPORT

14. NO ANIMALS OR PETS ARE ALLOWED IN 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 apply to the landlord for permission to harbor and keep an Emotional Support (Comfort) Animal. Such application and permission must occur prior to the animal being kept at the apartment. The application should be delivered to the University Hill Realty rental office at 500 Westcott St., Syracuse, NY 13210, and must contain proof from a medical doctor of the following:

- i. That the tenant has a disability which impedes the use and enjoyment of the apartment;
- ii. A fact specific nexus between the claimed disability and the comfort (ESA) animal;

- iii. That the Tenant has an emotional or psychological dependence on the animal and;
- iv. That the animal will lessen the disabilities effects and increase the applicant's ability to enjoy and use the apartment.

The Tenant must also:

- v. Provide Health and Wellness records for the proposed companion animal, including immunization and vaccination records;
- vi. Provide a statement as to the species, breed, size and weight 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; and that tenant will be solely responsible for the companion animal's behavior and will clean up waste and prevent the animal from being a noise problem.

SUBLEASE/  
ABANDONMENT

15. (a) 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.
- (b) 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.

SECURITY  
DEPOSIT

16. The Tenant has deposited with the Landlord the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) as security deposit for the payment of rents and the performance by the Tenant of all its other obligations. Said deposit shall be held by Landlord in M&T Bank escrow account. If Tenant complies with all the terms of this lease, returns all 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 thirty (30) days after this lease ends. 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.

TENANT'S  
RESPONSIBILITIES

17. Tenant is responsible for the behavior of Tenant, of Tenant's immediate family, of 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. 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.

FIRE

18. 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.

EMINENT  
DOMAIN

19. 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 Landlord for any damage resulting; Tenant also agrees that, by signing this lease, Tenant assigned to Landlord any claim against the government agency for the value of the un-expired portion of the lease.

POSSESSION

20. If the Landlord is unable to give possession of the apartment on the date of the commencement of the lease term due to circumstances beyond his control, Landlord will not be liable to Tenant for damages but no rent will be due until Tenant can move into the apartment.

ENTRY BY  
LANDLORD

21. The Landlord or his agents shall have the right to enter the apartment during reasonable hours 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.

REPAIRS

22. 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](http://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 the 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, 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.

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

Tenant may not use common areas, hallways, 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.

END OF  
LEASE

23. At the end of the base lease, Tenant shall leave the apartment in good order and restored to its original condition, ordinary wear and tear accepted. Good order shall mean thorough cleaning of the apartment including thorough washing and cleaning of all walls, trim, floors, windows and screens, sills, shelves, cabinets, closets, appliances and fixtures, remove all window hardware, curtains, and nails, waxing of vinyl floors, shampooing of carpets and all cleaning as indicated on the Cleaning Checklist. 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) term, or pay the increased rent set out in Clause 6(c) of this Agreement on a daily basis. Refer also to Clause 16, SECURITY DEPOSIT. Landlord is not obligated to perform a walk-through with the Tenant at lease expiration.

REMOVAL OF  
PROPERTY

24. 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.

INABILITY TO  
PROVIDE  
SERVICES

25. 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.

DEFAULT

26. (a) Tenant defaults under the lease if Tenant acts in any of the following ways:

- (i) Tenant fails to carry out any agreement or provision of this lease;
- (ii) Tenant or any guest of Tenant or another occupant of the behaves in an illegal manner;
- (iii) Tenant does not take possession or move furniture and personal belongings into the apartment sixty (60) days after the beginning of this lease;
- (iv) Tenant and other legal occupants of the apartment move out permanently before this lease ends.

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 or, if Tenant needs more than ten days, Tenant must begin to correct the default within ten days and continue to do all that is necessary to correct the default as soon as possible.

(b) If Tenant does not correct a default within ten days, other than a default in agreement to pay rent, Landlord may give Tenant a second written notice that this lease will end six (6) days after the date of the second written notice sent to Tenant. At the end of the six-day period, this lease will end; Tenant must then move out of the apartment. 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.

(c) If Tenant does not pay rent as this lease requires after a personal demand for rent has been made, or within three (3) days after a statutory written 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.

REMEDIES OF  
OWNER AND  
TENANT'S  
LIABILITY

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

(a) 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.

(b) 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 rental that Landlord deems appropriate, so as to mitigate any damages according to law.

(c) 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 release 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.

(d) 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.

LANDLORD'S  
ADDITIONAL  
REMEDIES

28. Landlord reserves the right to commence a legal proceeding to compel Tenant to carry out all of the provisions of the 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.

FEES AND  
EXPENSES

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

(a) 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.

(b) Repairing or replacing any appliance damaged by Tenant's misuse or negligence.

(c) 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.

(d) 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.

(e) 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.

(f) Removing all of the Tenant's property after this lease is ended.

(g) 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 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.

- SUBORDINATION 30. This lease is subject and subordinate to all present and future mortgage financing on the building, including any modifications.
- ILLEGALITY 31. 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.
- TRIAL BY JURY 32. 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.
- NEW YORK STATE LAW 33. This lease is governed by the laws of the State of New York.
- NOTICES 34. 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 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.
- WAIVER 35. 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 the 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.
- BINDING EFFECT 36. This lease shall bind and benefit the parties, their heirs, successors and permitted assigns.
- APPLICATION 37. 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

