

If any of the Tenants vacate the premises, the remaining Tenants shall remain responsible for all the lease obligations in full. Vacating the premises will not end a Tenant's responsibility under the lease and rent is still due.

3. Security

Security deposit is due on the said lease effective date. If Tenant fully complies with all of the terms of this lease agreement, Landlord shall return the security within 30 days after the term ends. If Tenant does not fully comply with the terms of this lease agreement and riders, Landlord may use the security to pay amounts owed by the tenant, including damages. Tenant liability for damages (repairs or replacements) is individual and collective. If Landlord sells or leases the building, Landlord may give the security to the buyer or lessee. Tenant shall look only to the buyer or lessee for the return of the security. Tenant agrees not to ask Landlord to use the security deposit as rent at any time during the term of the lease. Tenants' security is forfeited should Tenant violate any terms and conditions on this lease. If throughout the year, the Tenants' security deposit is insufficient to cover the damages done to the premises throughout the year, the Landlord reserves the right to charge additional security deposit to cover future costs that may occur during the lease term.

4. Services and Maintenance

Landlord shall pay for electric, gas, and water. Tenant agrees to use all utilities in a prudent manner. If electric, gas, and water bills are excessively over the yearly average because of Tenants negligence, the Landlord reserves the right to charge Tenants for the amount above and beyond the average bill. The Tenant shall pay for trash disposal and other utility services used and arrange for them, if required, with the utility companies. However, tenant shall not make or cause to have made any change in the service wiring to the house or within the Premises without prior written approval of the landlord (examples: electric, telephone, CATV). The following maintenance will be the sole responsibility of the Tenant(s): Snow and ice removal of the steps and sidewalks, sweeping steps, setting out their trash and recycling to the curb and timely stowing of garbage cans after pick up. Tenant shall replace missing/damaged cans. If not, Landlord will replace garbage cans at tenant's expense at the end of the lease Term. Landlord agrees to keep all heating, plumbing, and electrical systems in good working order except for damage caused by Tenant the Tenants. Any clogging of toilets and/or sinks because of the Tenant negligence will be paid for by the Tenants and deducted from the Tenants security deposit. Any and all maintenance done by the Landlord throughout the year due to the Tenants negligence will be charged to the Tenants or be deducted from the Tenants' security deposit.

5. Alterations

Tenant shall obtain Landlord's prior written consent to make alterations, repairs or to paint the Premises without written consent of the Landlord.

6. Fire, accident, defects, damage

Tenant shall give Landlord prompt notice of any fire, accident, damage or dangerous or defective condition.

7. Indemnification/Insurance

a. Indemnification. Tenant agrees to defend, indemnify and save harmless Landlord against and from any and all liability, loss, damages, expenses, costs of actions, suits, judgments and claims, including Landlord's reasonable attorneys' fees, by or on behalf of any person, persons, corporation, corporations or governmental authority or any other entity arising from the use or occupancy of the Premises by Tenant or the negligence or willful omissions or wrongdoing of Tenant, Tenant's agents, servants or employees, invitees or any concessionaires, subtenants or other persons claiming through or under Tenant.

b. Hazard Insurance. Landlord will maintain hazard insurance on the Premises. In the event any damage is caused to the leasehold improvements constructed by Landlord following the commencement of the Lease and Landlord receives insurance proceeds with respect to such damage, it will be at the sole option of Landlord whether to reconstruct the damaged portion of the Premises. If Landlord elects not to repair the Premises, the rental rate under this Lease will be adjusted accordingly. Any repairs or construction on the Premises will be completed in accordance with industry standards and in a good, workman-like manner. Landlord may obtain additional liability insurance coverage at its discretion.

c. Renter's Insurance. The Landlord shall not provide a renter's policy of insurance. The Tenant is hereby notified that personal property of the Tenant is not insured by the Landlord and the Tenant assumes no liability for any damage or loss to said property. The Tenant may, at its sole cost and expense, purchase a renter's policy of insurance.

8. Landlord may enter

Landlord may, at reasonable times, enter the Premises to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants. Landlord shall, if possible, give Tenant advance notice by calling the Tenant by telephone, emailing, or texting all Tenants to advise the tenant of Landlord's intention to enter the Premises. Alternatively, if Tenant does not have a landline telephone activated at the Premises, Landlord may call any one tenant at his/her cellular telephone number to give such notice.

9. Assignment and sublease

Tenant may sublet the Premises with the prior written consent of Landlord. If Tenant has to assign the lease to a third party, the Tenant agrees to forfeit their security deposit. Subletting for any other period requires prior written approval of Landlord.

Landlord shall provide instructions and forms required for completion of the sublease contract. Tenant remains responsible and therefore is liable for all terms and conditions of this lease.

10. Tenants duty to obey laws and regulations

Tenant shall at Tenant's expense, promptly comply with all laws, orders, rules, requests and directions of all government authorities and Landlord's insurers. Tenant may not do anything, which may increase Landlord's insurance premiums.

11. Tenant's Defaults and Landlord's Remedies

- A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:
 1. Failure to pay rent on time
 2. Assignment or improper subletting of all or part of the Premises
 3. Unlawful conduct by tenant or other occupant of the Premises
 4. Failure to fully perform any other term in the lease
- B. If Tenant fails to correct the defaults in section "A" within the 5-days Landlord may cancel the lease by giving tenant a written 3-day notice stating the date the term shall end. Tenant continues to be responsible for rent, expenses, damages and losses.
- C. If the lease is cancelled or rent is not paid on time or tenant vacated the Premises, Landlord may in addition to other remedies take ant of the following steps:
 1. Enter the Premises and remove Tenant and any person or property.
 2. Uses dispossess eviction or other lawsuit method to take back the Premises.
- D. If the lease is ended or Landlord takes back the Premises, rent for the unexpired term becomes due and payable.

12. Rules

Tenant shall comply with Landlord's rules. A list of rules (rider "B") is attached to and made a part of this lease. Landlord need not enforce rules against other tenants. Landlord is not liable to tenant if another Tenant violates the rules. Tenant receives no tights under the rules. Tenant agrees to conform to and comply with Landlord's rules.

13. End Of Term

At the end of the term, Tenant shall leave the Premises and all appliances, equipment, fixtures, furniture, furnishings and other personal property clean and in good condition, subject to ordinary "reasonable use and wear", remove all of tenant's property and restore the Premises to its clean and good condition at the beginning of the lease term.

14. Space "as is"

Tenant shall notify Landlord within 48 hours of taking possession of the Premises of any damage to the property. Otherwise, it shall be assumed there was no damage when tenant took possession. Further and with respect to pests, Tenant and Landlord agrees as follows:

- i. Tenant agrees that Tenant shall inspect the apartment and shall notify the Landlord of any evidence of pest infestation within 48 hours of discovering same. Landlord represents that Landlord is not aware of a current infestation or presence of pests, including but not limited to bed bugs, on the Premises. If there was a prior infestation, it has been professionally treated by a licensed pest control professional.
- ii. Tenant is not aware of any bed bug infestation or presence in any of Tenant's furniture, clothing, or personal property and possessions.
- iii. Tenant has fully disclosed to Landlord any previous bed bug infestation which Tenant may have experienced.
- iv. If Tenant was previously living in an apartment or home that had a bed bug infestation that Tenant had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.
- v. Tenant will report any signs of pests immediately and in writing.
- vi. If a pest control professional determines that the pests originated through fault of Tenant, Tenant shall pay for all necessary treatments relating to the Premises and any other units/apartments infested as a result of Tenant's actions.
- vii. Tenant will allow Landlord and Landlord's pest control professional access to the apartment at reasonable times to inspect for or treat for any pests. Tenant and guests and invitees must cooperate and will not interfere with inspections or treatments. Tenant must follow all directions from Landlord or Landlord's agents to clean and treat the Premises that are infested.
- viii. Unless caused by negligence of the Landlord, Landlord and/or Landlord's agents and employees shall not be responsible to Tenant for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, Tenant agrees to indemnify and hold harmless the Landlord, its agents and employees from any actions, claims, losses,

damages, or expenses, including, but not limited to, attorney's fees that the Landlord may incur as a result of a bed bug infestation, inspection or treatment.

15. Changes

This lease may be changed only by an agreement in writing by and between the Landlord and Tenant.

16. Tenant Vacating Premises and Hold Over

Tenant shall vacate the Premises not later than Monday after SUNY Cortland Graduation of the year fixed for the expiration of the lease, which is the end of the term of this lease. Upon the ending of the term of this lease, Tenant shall immediately deliver possession of the Premises to the Landlord. As this lease is intended by both parties to terminate at noon on end date stated above. The Tenants further agree that in the event that they wish, or are encourage by circumstance, to stay beyond the set termination day of this lease that the lease hold will then become a day-to-day leasehold. Further that daily rent will be in the amount of \$200.00 per each day past the Lease Term Ending date and will be due no later than noon on the Lease Term Ending date.

17. Rent payment, installment due dates.

Rent is payable in two installment payments on the 1st of August 2014 & 1st of December 2014. There is no grace period. Refer to #2 of lease agreement.

18. No Set Offs.

The rent, additional rent and all other sums payable by Tenant hereunder shall be paid without notice, demand, counterclaim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction, it being the intention that the obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements, and the obligations and liabilities of Tenant hereunder except as otherwise specifically set forth in this Lease, shall in no way be released, discharged or otherwise affected by reason of (a) any damage to or destruction of or any condemnation of the Premises or any part thereof except as provided in this Lease; (b) any restriction or prevention of or interference with any use of the Premises or any part thereof provided that Tenant's use is not adversely affected; (c) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Landlord, or any assignee of Landlord's interest in this Lease; or (d) any claim which Tenant has or might have against Landlord or any such assignee; excluding, however, any total or partial dispossession or eviction of Tenant by reason of the existence of any title in or to the Premises which is superior to that of Landlord.

19. Miscellaneous.

a. Notices. Any and all notices, offers to purchase, documents, tenders and deliveries required to be given or made hereunder shall be addressed to the parties at the parties last known addresses or at such other address as either party may direct in writing. All notices shall be given by personal delivery or by depositing the same in the United States Post Office, properly addressed to Landlord, Tenant, or Mortgagee, as the case may be, at the addresses shown above until written notice is given of the change of any such address and thereafter to such changed address, postage fully prepaid, for delivery by registered or certified mail.

b. Captions. The captions of this Lease are inserted for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

c. Waiver. No oral statement or prior written matter shall have any force or effect. No waiver by either party of any breach by the other of any of either party's obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation, nor shall any forbearance by either party to seek a remedy for any breach by the other be deemed a waiver by either party of such party's rights or remedies with respect to such breach. The acceptance by Landlord of any rent accruing before or after any default, shall not affect or constitute a waiver of any of Landlord's rights or remedies. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Landlord may be entitled either at law or in equity.

d. Mechanic's Lien. Tenant will not permit any mechanic's, laborers' or material person's liens or any other liens or charges to stand against said Premises for any labor or material furnished or claimed to have been furnished to Tenant in connection with any work of any character performed or claimed to have been performed on said Premises by or at the direction or sufferance of Tenant. Landlord shall have the right, after giving Tenant not less than five (5) days' notice of Landlord's intention to do so, to cause the same to be discharged, and all amounts paid by Landlord to effect any such discharge, together with interest thereon at the rate of ten percent (10%) per annum, shall be payable by Tenant to Landlord on demand.

e. Attorney's Fees. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

f. Successors and Assigns. The provisions of this Lease shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

g. Joint & Several Liability. It is understood and agreed that each tenant is jointly and severally liable for all of the obligations in this lease agreement.

h. Severability. The sections of this Lease are intended to be severable. If any section or provision of this Lease shall be held to be unenforceable by any court of competent jurisdiction this Lease shall be construed as though such section had not been included in it. If any section or provision of this Lease shall be subject to two constructions, one of which would render such section or provision invalid, then such section shall be given the construction which would render it valid.

i. Entire Agreement. None of the covenants, terms, agreements and conditions of this Lease shall in any manner be altered, waived, changed or abandoned, nor shall the term hereof or any part thereof be surrendered except by written instrument, signed, sealed, acknowledged and delivered by the parties hereto. This Lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

j. Governing Law. This Lease shall be governed by the laws of the State of New York.

20. Smoke/Carbon Monoxide Detectors

Landlord provides working smoke and carbon monoxide detectors at the beginning of the lease. Batteries must not be removed from smoke detectors except for replacement. Once the Tenant occupies the apartment, the care and maintenance of all smoke and carbon monoxide detectors becomes the Tenants responsibility, except when a detector becomes inoperable due to no fault of the Tenant. All detectors must be operable at the end of the term lease. If any detectors are missing or not working the Tenant will be charged \$30 per detector unit.

Signatures:

Landlord:
RMP Properties, LLC by:

Matthew A. Chalanick

Date: _____

Tenant: _____ Date: _____

Agreement For Return Of Tenant's Security Deposit

Premises address: _____

Tenant hereby acknowledges that a security deposit in the amount of \$ _____ is due. Tenant agrees that the security deposit may not be applied as rent at any time during the lease term.

This security deposit will be returned to Tenant after vacating the Premises, subject to the following provisions:

1. All rents, late fees, and returned check charges (if any) or other amounts due have been paid in full. If not paid in full, will be deducted from Tenant's deposit.
2. The full term of the lease will have expired and Tenant have vacated the premises.
3. There is no damage to the Premises, furniture, fixtures and appliances including but not limited to holes in the walls, damage to kitchen cupboards/drawers, rips or damage to any of the furniture, missing light fixtures including lamps, missing/damaged dresser/desk drawers, and/or missing/damaged smoke/carbon monoxide detectors. All furniture must also be accounted for.
4. All bedrooms doors must be left open with key left in the lock. If door is left locked Tenant will be charged for lock replacement because we need to cut the lock to get in (see charges below).
5. The Premises, including appliances, kitchen and bath fixtures, closets, cupboards and common storage areas shall be cleaned as follows:
 - € Carpets vacuum cleaned
 - € Wood floors and baseboards washed and cleaned (all baseboards must be free and clear of dirt)
 - € Kitchen and bath floors damp mop cleaned.
 - € Cupboards, closets and common storage areas empty and clean (washed if necessary). There should be no remnants, of grease, dirt, or food on the inside or outside of the cupboards and counter tops (or anywhere).
 - € Appliances clean and free of food, grease, mildew, etc. Stove should be cleaned inside and out. Pull out oven and clean the sides of the oven where food might have gotten between the counter and the stove. Microwaves (if provided) should also be cleaned out and scrubbed.
 - € Refrigerator needs to be clean of food and mildew, left open, and unplugged.
 - € Kitchen and bath fixtures scrubbed clean.
 - € Bathtubs/Shower surrounds scrubbed clean of mildew and dirt.
 - € All trash and discards removed from premises. **This does not mean putting it in garbage bins or putting it out to the curb. Trash must be completely off premises.**
 - € Hallways, basement and/or attic free of personal property, trash & debris. All commons areas must be cleaned by the entire house. If commons areas are not clean, deductions are taken from the entire house.
 - € Beds and frames, if dismantled, must be properly reassembled.
 - € All screens must be accounted for.
 - € All charges for plumbing repairs done during the year (if any) due to Tenant's negligence will be deducted from Tenant's deposit.
 - € A complete forwarding address shall be left with Landlord.
 - € All keys will be returned. Please leave all keys to the outside doors on the kitchen counter and all keys to the bedrooms in the bedroom lock.
6. Tenant's security is forfeited should Tenant not fulfill all the terms and conditions of the lease (i.e. rent not paid, leaving mid-year and not finding a replacement, etc.) All lost rent due to Tenant's negligence will be deducted from deposit.
7. In the case the deposit does not cover all costs, Tenant will be required to compensate the Landlord for remaining costs. If Tenant 'do not compensate Landlord, Landlord reserves the right to take any legal action necessary to recover the lost monies and /or rents due to the Tenant's negligence.
8. If tenant does not receive their security back (or a portion thereof), the Landlord will provide an itemized list of deductions taken out of their deposit which will be emailed to them.

Tenant's security is forfeited should Tenant renege on this lease. If tenant fully complies with all terms of the lease and this agreement, landlord will return tenant's security deposit within 30 days after the lease ends, as required by law. If landlord sells or leases the building, landlord may give the security deposit to the buyer or lessee. Tenant will look only to the buyer or lessee for the return of the security deposit.

Tenant Initials: _____, _____, _____, _____, _____, _____, _____, _____

Rules

1. Entrances, vestibules, stairways & hallways shall not be obstructed or encumbered by any tenant or used for any purpose other than for entry to or leaving from the premises. For example: in these areas, the placing of bicycles or returnable containers, recyclable products, trash, garbage and discards are not allowed. It is also a violation of fire safety regulations.
2. Bicycles may not be brought into the Premises at any time. The only approved location for keeping or storing of bicycles is in the cellar and the front or back porches.
3. Trash and garbage must be contained in heavy gauge, closed plastic bags and properly stored in the cellar away from stairs, furnaces, water heaters and laundry equipment. Take the bagged trash and recyclable items to the curb after 8:00pm on the night prior to scheduled collection. Blue bins used for recyclables must be recovered from the curb by the end of the day of collection and stored either within Tenantr Premises or in the basement. (Not on porches, hallways or outside on the grounds)
4. Driving/parking of vehicles on lawns or parking across sidewalks is a violation of city ordinances. Violators are subject to being ticketed by the police department.
5. Use of unsecured storage areas in the attic or cellar is approved for landlord and tenants only. Please consolidate all items in a neat group and label them. No unauthorized or non-tenant storage is permitted on these premises.
6. No nails, tacks, tape glue, adhesives, staples, screws or two-sided mounting strips may be used on any surface. Exception: Tenant may use putty-like material such as "fun tack" or 3M brands to hang framed pictures and the like on the walls only, in each room. Please attempt to secure them where a picture hook may have been previously located. No painting of any surface is permitted with out prior written consent of the Landlord.
7. Do not remove any of landlord's furniture or furnishings from the Premises living area. For example: do not move any landlord items of furniture or furnishings to the attic or cellar or onto any porch. Such items can become dirty or damaged due to moisture or for other reasons. Also, do not bring any large furniture such as sofas, beds, hide-a-beds, etc., into the Premises. The moving in and out of large furniture is likely to cause damage to walls and wooden trim. Additional tenant furniture of this type is unnecessary, since the landlord furnishes sofas and beds. Storage of tenants' sofas and beds in the Premises house is not permitted for the same reasons.
8. Do not remove the individual windows or the screen sections. It is unnecessary and these sections may become broken or lost.
9. Do not pour grease or garbage down sinks or toilets. Also, do not flush tampons or other sanitary products down the toilet, as this is likely to plug up the plumbing system.
10. The tenant is responsible for keeping front sidewalks and stairs clear of snow and ice during the winter. A shovel will be provided upon request of tenant.
11. No bars are allowed in the Premises or elsewhere on the premises.
12. Pets are not permitted in the Premises at any time without written consent of the landlord. Pets may be subject to extra rent of \$300 per year.
13. Tenant may provide furniture for use on outside porches if desired. Such furniture shall be designed for outdoor use. It is against city ordinance to have house furniture as porch furniture and they may fine Tenant for putting it out on the porch.
14. The use or storage of outdoor cooking grills on porches or hallways is not permitted. Hazardous use of cooking grills is a violation of fire safety regulations and common sense. (See fire safety notices posted near the front and rear entrances to the house.)
15. The tenant is responsible for purchasing and replacing all light bulbs and smoke detector batteries (if any) within the Premises. The landlord will replace light bulbs and smoke detector batteries as required in the common areas.
16. When showering, please keep the shower curtain inside the tub and use a bath mat on the floor at all times to absorb water, which may splash out to the tub/shower, stall area.
17. Do not turn heat off for vacations or anytime during the heating season. Minimum setting during the heating season is "55" to avoid plumbing pipes freezing and bursting.
18. Report any leaks, damage or hazards to the landlord immediately.
19. No smoking or illegal drugs are allowed inside the Premises.

Tenant Initials: _____, _____, _____, _____, _____, _____, _____, _____

Schedule of Fees

DESCRIPTION	CHARGE
<u>APPLIANCES AND FIXTURES (missing or severely damaged)</u>	
Includes removal of damaged item and installation of new item.	
Stove/Oven	\$500
Refrigerator	\$600
Microwave	\$200
Dishwasher	\$500
Air Conditioner	\$500
Toilet	\$450
Toilet Seat	\$35
Sink	\$275
Tub/Shower	\$700
Light fixture, normal	\$70
Light fixture, special	\$125 and up
Cupboard Doors/Countertops/Bedroom Doors	Actual cost + 25% (minimum of \$100)
Repairs to appliances, fixtures or furniture	Actual cost + 25% (minimum of \$100)
Couch Damage	\$400
Love Seat Damage	\$350
Recliner Damage	\$350
Dining Room Chair Damage	\$75
Coffee Table Damage	\$200
End Table Damage	\$100
Bed Damage	\$250
Bed Frame Missing/Damaged	\$75
Dresser Damaged	\$300
Desk Damage	\$100
Railing Replacement	\$100
Banister/Railing Replacement	\$300
Outside Railing Replacement	\$300
Flooring Damage/Replacement	\$5.00 per square foot
Window Pane replacement	\$100
Whole Window Replacement	\$350
 <u>OTHER CHARGES</u>	
Returned Check Fee	\$35.00 per check returned
Miscellaneous Charges	Actual amount + 10% late fee
City Fines or Fees	Actual amount + \$25 administrative fee
Lost Keys (no lock change)	\$6.00 (per key)
Lost Keys (locks changed)	\$50.00 per lock + \$10 new key cut fee
Keys Not Returned at end of Lease (locks changed)	\$50.00 per lock + \$10 new key cut fee
 <u>GENERAL DAMAGE AND CLEANING</u>	
Floor Refinishing	\$400 per room
Carpet Shampooing	\$150 per room
Wall damage	\$125 per hole (Includes fixing and Painting)
Cleaning	\$40 per room
Painting	\$35 per hour plus materials
Misc. Damage Not Covered Above	\$35 per hour plus materials

The rates listed above are used to calculate any repair/replacement cost only if required. Normal wear and tear is exempt from repair cost. Any portion up to the full amount stated per item may be charged based on Landlord's evaluation.

Tenant Initials: _____, _____, _____, _____, _____, _____, _____, _____