



MATOUULA'S HOUSES

## **LEASE AGREEMENT**

This lease (the "lease") made and entered into this \_\_\_ day of \_\_\_\_\_, 2019,  
by and between Greg and Matoula Halkiopoulos,  
hereinafter referred to as "LANDLORD" and jointly and severally,  
hereinafter referred to as "TENANT."

**Tenant 1**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Cornell Student ID# \_\_\_\_\_ Graduating year 20\_\_\_\_\_

Cornell E-Mail \_\_\_\_\_

Present Address \_\_\_\_\_

Phone # \_\_\_\_\_

Present Landlords Name \_\_\_\_\_

Phone # \_\_\_\_\_

Parent/Guardian's Name \_\_\_\_\_

Phone # \_\_\_\_\_

Parent/Guardian's email \_\_\_\_\_

Home Address \_\_\_\_\_

**1. OCCUPANCY REQUIREMENTS**

- a) The effectiveness of this lease is contingent upon a determination by the Landlord whether or not a parental guarantee is necessary. The Landlord on an individual basis makes this determination. If a parental guarantee is needed and Landlord's approval form, signed and notarized, is not received by the Landlord by (N/A) the premises will not be let to Tenant and any understanding or agreement, whether oral or written, will be declared void, by Landlord.
- b) Subject to the satisfaction of the above contingency Landlord does hereby lease to Tenant an apartment having the street address of \_\_\_\_\_, located in Ithaca, Tompkins County, New York (the "Premises"), to be used by Tenant as a private dwelling for the term of 12 months, subject to the limitation set out herein, commencing not before 1:00 p.m. **on the first day of June, 20XX, and ending at 9:00 a.m. on the last day of May, 20XX or two days after Cornell University Graduation day, whichever occurs first.** There will be no abatement or reduction of rent because the moving out date is not on the last day of May. **Move in day is June 10<sup>th</sup>, 20XX** There will be no abatement or reduction of rent because the moving date is on the 10<sup>th</sup> of June and not sooner.
- c) Double rent will be charged for each day the Premises is not vacated after the Lease expiration date and under said circumstances it is understood and agreed that the Tenant is a holdover Tenant and not a month to month Tenant.
- d) The Premises are to be used only as a private dwelling for the exclusive use of the Tenant only, and in such a manner as not to disturb other occupants of the premises. Only those persons Named and signatory to the Lease shall be permitted to occupy the Premises as residents at any time. Landlord will not allow entry or issue keys to anyone who is not a Tenant. It is agreed that any guest staying in the apartment as little length a time as one night must have permission from all Tenants on Lease. If a written complaint from a Tenant is given to Landlord that there is someone other than those who are on the Lease staying in the apartment, the Tenant will immediately remove such guest from the premises.
- e) Each individual Tenant is responsible and agrees to pay the full amount of rent, additional rent and any other charges and to perform all obligations of the lease, even if some of all of the other Tenants make partial payments or fail to make payments or perform lease obligations.
- f) In the event Tenant changes his occupancy status (single to double etc.), said Tenant shall be subject to a charge in the sum equal to twice the monthly rental payment for each day of such occupancy, for each one of the guest(s), charged to the Tenant with the guest(s) staying in the apartment. It is agreed that any guest staying in the apartment as little of length as one night must have permission from all Tenants on Lease and the Landlord.
- g) The lease term of premises shall not be assigned, transferred or sublet or used by anyone other than the paying Tenants on this agreement without written consent of the landlord. The Tenant may not sub-lease the premises or any portion thereof

nor assign this lease without the prior written consent of Landlord, which consent maybe given or withheld in the Landlord's sole and absolute discretion.

- h) In the event that any information provided to the Landlord by the Tenant (or Sub-Tenant, as the case may be), or anyone on behalf of the Tenant (or Sub-Tenant, as the case may be), is false, misleading or misrepresentative then this lease shall, unless otherwise agreed by the Landlord, terminate on 5 days' notice of such to the Tenant (or Sub-Tenant, as the case may be). Tenant (or Sub-Tenant, as the case may be) shall thereafter forthwith vacate the premises and failing to do so shall be considered a hold over Tenant.
- i) If Tenant(s) terminates lease, with Landlord's approval, before the lease begins, Tenant forfeits an amount equal to three (3) months rental payment.
- j) The tenant acknowledges that they have been offered the opportunity to inspect the apartment prior to tenants occupancy and has executed the condition report attached hereto as Exhibit A.

## 2) RENT & DEPOSIT

- a) **The amount rent** for the said premises is **\$XXXX** per year. The annual rent can be paid in monthly installments of \$ \_\_\_\_\_ per month as follows:

Acceptable methods of payment:

### I. ACH for 10 months

ACH (Automated Clearing House) payments are electronic payments that are created when the Tenant gives the Landlord authorization to debit – on the first of each month of the lease - directly from the Tenant's checking account for the purpose of rent payment on SPECIFIED dates and SPECIFIED months and – of course – SPECIFIED amounts.

Benefits of ACH Payments:

Provide Tenants with an alternative to checks.

Offer lower-cost payment than checks.

Worry-free rent payments, avoiding late charges, etc.

### II. Two payments

With 5-month increments, the first of which must be **paid 30 days** before the starting date of the lease and the second must be **paid 120 days** after the starting date of the lease.

### III. One payment

For 10 months' rent, which must be paid 30 days before the starting date of the lease.

- b) All ACH changes must be made by the 15<sup>th</sup> of the month to go into effect the following month. If ACH is to be terminated during term of the Lease, Tenant must notify Landlord in person and in writing 30 days prior to the date of termination. If paying by check or cash, rent shall be hand delivered to Landlord or its designated agent; or by mail addressed to Landlord's residence. Such installments of rent **received** after the **fifth** (5th) day of each month, will be charged a late payment fee equivalent to 5% of that months rent. Tenant is responsible notifying the Landlord, if the withdrawal did not occur, within 24 hours from the date the withdrawal was supposed to take place. If your rent is paid by check, you agree that the cancelled check is sufficient receipt of payment.
- c) As a courtesy to the Tenant, we allow for individual payments, but all Tenants are still jointly and severally responsible for the terms of the Lease including rent, additional rent and, charges and discounts. It is agreed between the parties that the

late charges fees are not a penalty but are liquidated damages for the expenses and inconvenience caused to Landlord for late payment or non-payment of rent, actual damages being difficult if not impossible to ascertain. There will be a \$50.00 charge assessed against Tenant for each instance a check, or automated payment is returned. Rent will be deemed to be delinquent until all of the charges hereunder are paid in full. Partial payment of any of the charges hereunder or delinquent rent, the partial payment shall be credited first to any return check charges, then to any late charges, and finally to delinquent rent. Late charges will be applied to any outstanding balance and will be due immediately. If Landlord chooses, any outstanding balance will be deemed rent at the end of the Lease, and removed from security deposit.

- d) The following deposits are required and paid upon signing of this Lease:
  - 1. **Security and cleaning deposit of \$XXXX per house** (equivalent to one months rent.) The tenant agrees to pay in a separate check the amount of **\$XXXX**. The security deposit will be kept in a interest bearing savings account at Elmira Savings Bank, 702 S. Meadow St. Ithaca, NY 14850. The tenant will receive the interest paid by the bank after deductions; minus a 1% administrative charge the Landlord will keep for administration. It is understood and agreed by Tenant that this security deposit is not deemed to be a payment of any months rent and that the payment of this deposit in no way relieves Tenant of the obligation to make payment of any months rent. The security deposit shall be applied to offset any damage to the premises, unpaid rent, including but not limited to damage resulting from any assistance service or support animal if any or to the expenses of clean up necessitated by Tenant leaving the premises in an unclean condition upon the expiration of this Lease term.
- e) Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the Lease shall be deemed to be nothing more than a partial payment on that account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction, nor will Landlord's acceptance of partial payment forfeit Landlord's right to collect the balance due on the account, or to pursue any other remedy available to it under the law, despite any conditional endorsement, stipulation, or other statement on any check. No conditional endorsement, stipulation or other statement on any check shall constitute a modification or alteration to this lease.
- f) The Landlord returns the unused portion of Deposits by mail, fifteen days after the lease end date.
- g) If the Tenant fails to pay or timely pay for any service provided by a third party or incurs fines or penalty for failure to comply with all applicable codes, rules, and regulations the Landlord shall have the option of paying any such fine, penalty, or indebtedness and Tenant shall reimburse the Landlord the expense incurred by Landlord in discharging the indebtedness, in including interest charges.
- h) If the Tenants fail to make any payment of rent or part thereof within five (5) days of the date it was due, or if the Tenants, or any one of the Tenants, if more than one, does not abide by or comply with any other part of this agreement, and if the Tenant does not correct the violation or comply within two (2) days after notice by the Landlord, or if a petition in bankruptcy is filed by or against the Tenants or any one of the individual Tenants if more than one, or if any Tenant makes a general assignment for the benefit of creditors, then the Landlord may end this lease on three (3) days written notice to the Tenants of such non-compliance, after which three days this lease agreement shall automatically terminate. The Tenants agree in such case to vacate the premises at the end of said three-day period. The Tenants hereby authorizes any and all lease termination, eviction proceedings by the Landlord against him without further notice and waives all other, if the premises are not vacated by the end of said three-day period. Even though the lease has thus been ended, the Tenants shall remain liable to the Landlord for the total rent set forth in this agreement. However, the Landlord shall take reasonable and customary steps to re-rent the premises to other Tenants for whatever term and rent, which to the Landlord shall seem reasonable. If the premises are so re-rented, the rent collected for the unused part of the term of this lease shall be used first for expenses of the Landlord in re-entering, repossessing, and re-renting the premises, and any surplus or deficiency remaining to be subtracted from or added to the amounts owed by the Tenants to the Landlord under this agreement.

### 3) **EXPENSES**

- a) Expenses shall be paid as follows:
  - Paid by Landlord: basic building maintenance, property taxes and snow removal from parking lots and driveways, not used for parking, leading to parking lots. Paid by Tenant: Rent, electricity & gas (to be kept in Tenant's name the full term of the Lease), water & sewer, telephone, TV cable, Internet, snow removal in driveways utilized for parking and around car area.

#### **4) MAINTENANCE and FACILITIES**

- a) Landlord shall provide a clean and well-maintained apartment at the start of the originating Lease. Leased premises are taken "AS IS." Landlord shall paint units only when Landlord determines painting is needed (painting is not a scheduled, annual repair).
- b) Tenant agrees not to block or cover heating ducts, radiators or baseboard heaters.
- c) Landlord shall provide necessary maintenance during the term of the Lease. If at commencement of this Lease there remain minor repairs or painting, the Landlord may give the Tenant possession and will complete such items when convenient to the Landlord. There will be no abatement or reduction of rent in such case.
- d) Tenant agrees to report and necessary repairs or maintenance requests to the Landlord. The Tenant will be held responsible for the cost of damages caused by failure to report needed repairs.
- e) Do not flush large wads of toilet paper. Grease, oils, coffee grounds, fibrous materials, Q-tips, sanitary napkins, tampons, and condoms should be put into the garbage, not in the toilet or down drains. Tenant is responsible for providing plungers and plunging toilets if they become clogged. Caustic substances (Drano, Liquid-Plumber, etc.) must not be flushed down toilets or drains. Notify Maintenance if plunging does not correct the problem. Never re-flush a clogged toilet. Water may spill onto the floor and leak into lower floors. Tenant will be held responsible for costs to repair damage caused by this action.
- f) If a part or parts or furnishings of the apartment unit cannot be satisfactorily cleaned or repaired, Tenant must pay Landlord to replace them completely with comparable new parts and furnishings.
- g) To the extent permitted by applicable law, the Landlord is not responsible for conditions, damages, or injuries that result from Tenant's failure to maintain the premises in accordance with these provisions.
- h) The Landlord(s) is to have access to the apartment at reasonable times upon such notice to the Tenants(s) as the Landlord(s) is able to provide under the circumstances for the purpose of inspection, maintenance, repairs and/or reletting.

#### **5) MOLD and MILDEW**

- a) Tenant acknowledges the absence of mold and mildew from the premises and that it is Tenant's responsibility to assist the Landlord to prevent excessive moisture buildup and resulting mold growth.
- b) Excessive moisture can collect from a wide variety of sources such as leaks, shower, sink or bathtub overflows.
- c) Tenant shall maintain appropriate climate control, keep apartment/ unit clean, use provided bathroom exhaust fans when showering and take necessary measures to retard and prevent mold from accumulating in the premises by keeping all areas of the premises clean and free from water accumulation, removing visible moisture accumulation on windows, walls, ceilings, and other surfaces, maintaining proper ventilation of the premises and preventing conditions that are conducive to mold growth including controlling humidity and moisture levels in the premises through proper operation or the air conditioning, heating systems and plumbing fixtures.
- d) Tenant agrees to report immediately in writing to Landlord: (i) any evidence of a water leak or excessive moisture in the premises; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, (iv) any inoperable doors or windows; (v) moldy, musty odors in the premises or (vi) discoloration or staining in the sheetrock or any wood of the premises.
- e) Tenant shall be liable to Landlord for damages sustained to the Leased premises, to Tenant's person or property as a result of Tenant's failure to comply with the terms of this lease agreement.
- f) Tenant acknowledges that there may or may not be asbestos, radon, lead paint, and/or other hazardous materials in and around the building she/he will be residing in. However, the Landlord is not aware of any such hazardous materials on the premises. In the event that the Landlord is informed for such materials, all the necessary actions will be taken to comply with New York State law. There will be no abatement or reduction of rent in such case.

#### **6) HOUSEKEEPING & DECORATIONS**

- a) Tenant shall keep the premises in a clean and sanitary condition. No abrasive cleaners or scouring pads shall be used on fixtures. Use soft sponges and foaming or spray cleaners. Do not permit offensive odors to originate from the premises at any time.
- b) Tenant shall thoroughly clean the premises at the Tenant's expense before departure and return of keys.
- c) All apartments shall remain painted in the Landlord's choice of color. No additional painting is permitted. Landlord reserves the right to determine when the dwelling will be painted.
- d) No pianos, waterbeds or other heavy furniture are permitted.
- e) Decorations may only be hung with 3M Velcro with the pull tab or 3M Hooks with the pull tab, in order for the tenant to safely remove them without damaging the wall/paint when they move out. Use of adhesives (duck tape, tape, etc),

pushpins, nails or thumbtack is prohibited on walls or carpet. Tenant shall be charged for adhesive/hole damage. No flags, signs or advertisements are to be displayed in any apartment window.

- f) No holiday lights are to be hung on any walls. FIRE HAZARD Burn mark damage from the holiday lights shall be charged to the tenant.
- g) Tenants must remove all garbage and refuse regularly (weekly) and put in provided cans. In the apartment, garbage must be stored in a covered container. PURCHASE OF GARBAGE TAGS IS THE SOLE RESPONSIBILITY OF THE TENANT. Garbage tags used by the Landlord for Tenant(s) garbage will be deducted from Tenant(s) security deposit.
- h) ANY FINES FOR GARBAGE COLLECTION AND FOR FAILURE TO RECYCLE WILL BE PASSED ON AND WILL BE PAID BY THE TENANTS. In the case the landlord has to place Tenants garbage on the sidewalk for collection when Tenants fail to do so because of vacations or any other reason, there will be a \$45.00 charge for each garbage can and this charge is due immediately. Tenant should supply own room trash cans for the apartment. If garbage is allowed to accumulate inside or outside the apartment, there will be a \$25.00 charge to the Tenant for each bag/ item the Landlord removes. To remove trash, use strong plastic bags, tied tightly, removed promptly and taken to the appropriate trash area. Put trash bags in garbage bins securely replacing all lids, recyclable items in recycle bins
- i) Tenant shall comply with recycling and tagging laws and be responsible for any fines incurred for failure to comply.
- j) Tenants shall not erect structures, close off, store-in, or otherwise interfere with halls. No other items are to be left in the halls.
- k) Grease, oils, sanitary napkins, and coffee grounds must not be poured down drains or in toilets. It is advisable to put grease in a can or jar in the refrigerator until it is solidified before putting it in the garbage. If toilets, drains or sewer lines become clogged up because excessive grease or Tenants carelessness cleaning/unclogging will be charged to the Tenant.
- l) No service (cleaning/maid service, etc.) is permitted without Landlord's written approval.
- m) Any insect, rodent or other pest problem or infestation resulting from Tenant's failure to properly, safely and sanitarly handle, store and dispose garbage, refuse and waste shall be remedied by the landlord in the manner determined by the Landlord in the Landlord's sole discretion at the expense of the Tenant. The cost of remediation shall individually be paid by the tenant to Landlord.
- n)

#### **7) FIRE SAFETY AND BUILDING CODE REGULATIONS**

- a) Do not tamper with smoke detectors. They are for your safety and are required by law. It is agreed that the premises is furnished with smoke detector(s) for the benefit of Tenants. Tenants will be solely responsible for maintaining said smoke detectors including providing the same with batteries and periodically testing the same to make sure that the same is in good working order. Upon notice of the non-functioning of said smoke detectors, for reasons other than the need for new batteries, Landlord will provide new smoke detectors or repair the existing ones. It is understood and acknowledged by each Tenant that Landlord will have no liability to Tenants or Tenants agents, invitees or guests for any personal injury or property damage sustained by Tenants or individuals due to the malfunctioning of said smoke detectors. It is recommended that Tenant use a carbon monoxide detector in apartments, which have gas furnaces or water heaters.
- b) No smoking, as understood in all its meanings, is allowed on or in the premises by Tenant or their guests.
- c) No holiday lights are to be hung on any walls. FIRE HAZARD Burn mark damage from the holiday lights shall be charged to the tenant.
- d) The Tenant shall not make any changes in or connection to the heating, electrical, telephone, or television cable system. Wiring of any coaxial, telephone or telecommunications between rooms is not permitted. No extension cords to expand electrical outlets or sockets are permitted. Do not overload surge-protector units. Turn off lights when not in use. No radio or TV wires, satellite dishes or aerials shall be installed on the roof or exterior walls of the building.
- e) Microwaves, toaster ovens, coffee pots, crock-pots, hot plates, etc. must be used only in the kitchen areas provided. They are not allowed in bedrooms or sleeping areas. Tenant may have one small dorm-size refrigerator in his/her room.
- f) For protection and/or safety reasons, the following rules will be in force by the tenant:
- g) The tenant will use no space heaters, no candles, and no halogen light fixtures of any kind.
- h) All curtains must be hung so that the bottom edge of any curtain is no less then 36 inches above the top of the heating elements (radiators, baseboards, etc.)
- i) As required by the City of Ithaca Fire Code: do not leave bicycles, boxes, shoes or other obstructions in halls, stairs, elevators, kitchens, bathrooms, porches or fire places. Halls, stairs, and elevators are intended for ingress/egress only.
- j) Installation of window air conditioners is permitted. No construction will be allowed to install an air condition. Any damages inflicted to the house because of the air condition, tenant is responsible for.
- k) The Landlord shall not be liable to the Tenant(s) or to any other person for damage or injury resulting from the temporary failure of the electric or gas service or of the heat or refrigeration equipment in said apartment building.
- l) Outdoor cooking and/or barbecue grills will not be used on the porch(s) or near the building/apartment- they must be paced outdoors at least 50 feet away from said building/apartment.

- m) Tenant shall not occupy upper decks/roofs without guardrails. Tenant should not step on roofs of any kind and in the event that the Tenant violates this safety clause, Tenant agrees and should pay \$300 additional rent during the month of the violation. This amount is due and payable immediately. In the event that the Tenant repeats the same violation, \$300 additional rent will be required, each time. In the event that there is damage on said roofs, Tenant will pay immediately for all necessary repairs.

**8) CONSTRUCTION**

- a) Landlord reserves the right access and to make any renovations, alterations and/or changes of the premises, emergency or otherwise, any time during the term of this lease agreement with or without the Tenant's agreement. The Landlord upon reasonable notice to the Tenant of his/her decision for such renovations, alterations and/or changes of the premises. During these renovations, alterations and/or changes of the premises, the Tenant must remove all of his/her valuables from the premises. There will be no abatement or reduction of rent in such case.
- b) In the event of any construction, emergency or otherwise, during the term of this Lease that causes noise, vibration, dust, or inconvenience to the Tenant, the Tenant shall not hold the Landlord responsible for any such inconvenience, irritation and/or other damages, however caused. There will be no abatement or reduction of rent in such case

**9) SERVICES NOT INCLUDED**

- a) The following services are not included in the base rent: parking, window cleaning, additional or exchange of furniture, mini-blinds, curtains, shades, additional keys, personal articles or storm windows. Parking may be rented as a separate Lease as available on a first-come, first-served basis. No guest or visitor parking is provided. **Vehicles improperly/illegally parked shall be towed at the vehicle owner's expense.**

**10) NOTICES**

- a) All notices required to be served by either party to this Lease upon the other shall be deemed valid and effective when said notice is sent by United States mail or E-mail at the address provided by the receiving party. Notice to any one such Tenant shall be deemed and accepted as notice to all such joint and several Tenants.

**11) THE TENANT COVENANTS AND AGREES TO THE FOLLOWING:**

- a) The Tenant will be held responsible for the cost of damages caused by failure to report needed repairs. Normal wear and tear accepted.
- b) Tenant shall pay immediately for damages caused by Tenant or visitors.
- c) Tenants are fully responsible and liable for the entire amount of the cleaning expenses incurred by Landlord to remove mold from the premises as well as all damages to the premises caused by mold. Landlord (not Tenant) will arrange for these services. Tenant further agrees that the Tenant shall be responsible for damage to the premises and personal property as well as any injury to him/her and all occupants of the premises resulting from Tenant's failure to comply with these terms.
- d) Tenant shall remove all personal property at the end of the Lease term as stated herein.
- e) Landlord shall have the right to take possession of any personal property left or abandoned in the premises by Tenant after Tenant has vacated the Premises whether during or at the termination of the Lease term. It is agreed that Landlord will not be responsible to Tenant or the owner of such property left in the premises. Said property shall be deemed abandoned and become the property of the Landlord 30 days after termination of the Lease term. Cost of moving and storage or disposal of any such property will be charged to Tenant. Only property with great value, as determined in the sole discretion of the Landlord, shall be stored for thirty (30) days after Landlord has taken possession of the same and said property shall be deemed abandoned if not claimed within said 30 days period. In addition, Tenants shall be responsible for reasonable storage charges incurred by Landlord in connection with said property. Landlord is not responsible for any items Landlord stores for Tenants.
- f) Landlord and Tenant agree that if the Tenant is absent from the premises without notice for more than thirty (30) days and is delinquent and/or in arrears in any rent, additional rent or charges the Tenant will be deemed to have abandoned the premises and the Landlord has the right to take any action necessary or proper to mitigate Landlord's damages as the result of Tenants said breach.
- g) Upon departure or failure to comply with this agreement of one or more of the Tenants, in a two or more Tenant lease, the remaining Tenant(s) accepts full financial obligation of the Lease.
- h) EACH TENANT IS JOINTLY AND SEVERALLY LIABLE FOR EVERY TERM OF THIS LEASE AGREEMENT.
- i) There will be an \$30 charge for each key not returned at the end of the lease period.
- j) There will be an \$30 charge for each lost, misplaced, stolen or otherwise, room key and \$150 charge for each lost, misplaced, stolen or otherwise main door key.
- k) A \$75 service fee will be charged for any service calls, which are not emergencies and this fee is due immediately.
- l) Landlord DOES NOT provide LATE NIGHT (from 5pm – 9am) SERVICES of any kind.

- m) In the event that the Tenant loses/misplaces his/her key after 5pm and requires assistance for a door opening of his/her room, Tenant shall contact a locksmith of her/his choice and pay for such service.
- n) There will be a one-time replacement of any burned out light bulbs upon the first day of the lease period.
- o) To supply Parent Lease Agreement Guarantee for each resident who is a student, regardless of age if required here and above.
- p) To pay Rent and Additional Rent on a timely basis. This obligation shall survive the expiration of the Lease or any extensions.
- q) Tenant must notify Landlord 48 hours BEFORE moving in.
- r) Any legal disputes will be handled in Tompkins County courts only. Tenant in any such legal dispute, does hereby waive tenant's right to a jury trial.
- s) No washing machines or air conditioners are permitted on said premises unless supplied by Landlord.
- t) Apartments and laundry areas must be maintained VERY clean by Tenants, AT ALL TIMES.
- u) The Landlord must first approve – in writing – any improvements of the premises by the Tenant(s) and if so, improvements remain with the Landlord.
- v) The Landlord is not responsible for damage and/or loss of any of Tenant's possessions or for Tenant's negligence. The owner's insurance does not cover Tenant's possessions or Tenant's negligence. Tenant is required to obtain personal insurance protection (Renter's Insurance) to cover damage, or loss of his/her own possessions and supply a copy of the coverage to the Landlord, before move-in date.
- w) To keep electric service on in the Tenant's name during the full term of this Lease (including sublets, if allowed by Landlord), and timely pay all bills incurred.
- x) To use space only for legal residential purposes: not to use space as a business or commercial endeavor or as a "fraternity or sorority house" as defined by the City of Ithaca Building Department.
- y) To keep the apartment door and building entrance doors shut and locked at all times. Do not prop doors open.
- z) Not to let any unknown persons into the building.
- aa) Tenants shall not change locks or install additional ones without Landlord's approval. Landlord will be provided keys to all such locks installed.
- bb) Leaving keys with caretaker, manager, Landlord, during the lease period, does not constitute a surrender of lease.
- cc) Cleaning and security deposit will be refunded ONLY if premises are turned over to Landlord with windows cleaned, furnishings cleaned and in good order, appliances cleaned and in good order, rugs and carpets washed (proof of washing will be required in order not to charge the carpet washing charges) and in good order, floors cleaned and in good order and in a condition allowing a new Tenant to move in, with no extra cleaning on the part of the Landlord. Premises must be left clean by the Tenant on departure, to the satisfaction of the Landlord. If these conditions are not met, the Landlord will clean and all costs will be deducted from the Tenant's security deposit.
- dd) Balance due to Tenant from cleaning and security deposit will be mailed in self-addressed stamped envelope supplied by the Tenant, fourteen days (14 days) after termination of said lease.
- ee) There is also a \$50.00 penalty charged for each bounced check and is due immediately.
- ff) The Landlord agrees to supply each bedroom with one (1) desk or desk area with chair, one (1) chest of drawers or drawer area or storage cubes and one (1) bed. Landlord agrees to provide the previously mentioned and tenant accepts such furniture provided by Landlord in an "AS IS" condition.
- gg) All checks are to be made out and mailed to: Greg and Matoula Halkiopoulos.
- hh) The Landlord shall not be liable to the Tenant or to any the person for damage or injury resulting from temporary failure of the electric or gas service or of the heat or refrigeration equipment in said apartment or building.
- ii) If the Landlord decided to repair and/or clean the apartment because of the condition the previous Tenants left the apartment, previous Tenants will pay the rent fairly deducted from the new Tenants because the apartment wasn't ready for him/her to move in.
- jj) The Landlord will not be liable for failure to deliver possession of said premises at the time stipulated herein. In the event of delay on the part of the Landlord in delivering said premises to Tenant, the rent herein stipulated to be paid by the Tenant shall be abated for the period from the date of the commencement specified to date possession is tendered to Tenant. Tenant shall be entitled to no other or further relief in such circumstance.
- kk) Landlord reserves the right to refuse to speak, deal, negotiate and/or discuss this Lease agreement with anybody but the person(s) signed to this Lease agreement.
- ll) If there is a coin-operated washer & dryer, in the apartment/house, Tenant pays for Electric, Gas and Water & Sewer required for the operation of these appliances. To help cover for the maintenance and costs for these appliances and because Tenants pay for these utilities, Landlord will keep the cost to operate these appliances, at the lowest possible.
- mm) The Tenant agrees that this Lease as written is the entire agreement between parties. The Tenant agrees that s/he has examined the premises, is satisfied with the physical condition thereof, and his/her taking possession is conclusive evidence of receipt of them in good order and repair. The Tenant agrees that no verbal or other representation as to the condition or repair has been made, and that no promise to decorate, alter, repair or improve the premises has been made except as

written in the Lease. The Tenant agrees that no representation has been made concerning the fitness for intended use and that it is solely the Tenant's obligation to confine Tenant's use of the premises to residential use, legal use, legal purposes, and to do so in a legal fashion, and that the Tenant's misuse of the premises shall not be grounds for rent abatement. The invalidity or unenforceability of any provision of this Lease shall in no way effect the validity or enforceability of this entire Lease or any other provision.

- nn) Only the Landlord, and not the caretaker, manager or any other representative has the authority to make commitments other than those written in this Lease.
- oo) The Landlord will not be liable for entry of bats in the house, under any circumstances.
- pp) The Tenants agree to defend, indemnify, and save harmless the Landlord from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims and or judgments arising from injury to persons or to property occasioned wholly or in part by any act or omission of the Tenants, his invitees, visitors, employees, licensees, or agents. This provision means that the Tenants shall pay all attorneys' fees and other costs to defend against any such claim or lawsuit and in the case the Landlord has to pay any judgment, settlement, or any other costs. The Tenants shall immediately pay to the Landlord the full amount of such judgment, settlement, etc.
- qq) Smoking on the premises or grounds surrounding the premises is expressly forbidden.
- rr) The landlord expressly reserves the right to enter into a lease with new tenants at any time during the term of this lease. Tenant expressly waives, to the fullest extent allowed by law, any and all legal limitations on the period during or manner by which landlord may perform any of the aforementioned actions, including and not limited to the provisions of proposed Section 258-10 of the Ithaca Municipal Code as such proposal exists in April 2013, and including any enacted, recodified or amended version of such legislation in effect as of the time of this lease.
- ss) The presence of small numbers of various insects is typical in the upstate New York region and is addressed by the Landlord based upon the Landlord's determination of the severity of the situation. The cost of the remediation will be borne by the Landlord unless the presence of insects is the result of an act or omission of the Tenant.

## 12) PETS

- a) No pets allowed. In case there is one or more pets in Tenants apartment, with or without the Landlord's permission, for a short or long time, regardless if the Tenant is the owner of that pet or not, that Tenant is responsible and liable for that pet's actions, against anybody and/or anything. If an unreported pet is found on the premises, Tenant shall be subject to a charge in the sum of twice the monthly rent for the day the animal is found, continuing at said rate each day until the animal is removed from the premises. This amount is due immediately.
- b) Tenant authorizes Landlord to arrange with the SPCA or similar agencies for the removal of any such pet, if the Tenant fails to remove such pet within a reasonable period after discovery by the Landlord.
- c) "Pets" includes, but is not limited to, both warm-and cold-blooded animals, such as dogs, snakes, cats, hamsters, rats, birds, snakes, lizards and insects. Fish are permitted in containers no larger than 5 gallons in size. If this is breached, the Landlord may charge the Tenant for any extermination services, carpet or furniture cleaning, replacement or other costs associated to the existence of such animal.
- d) The Landlord may contact any local Humane Society for removal of such animal if not removed immediately by the Tenant at the Landlord's request.

## 13) SEVERABILITY

- a) If any provision of this Lease agreement shall be determined by any court or other authority of competent jurisdiction to be invalid, illegal or enforceable, such determination shall be deemed to affect only such provision and shall not affect the balance of this Lease Agreement, and the scope or application of the provision so determined shall, if possible, be deemed automatically amended to the extent necessary to render it valid, legal and enforceable.

*This lease may be executed in counterparts and the original signature of any party to this lease transmitted by facsimile or electronically shall be treated as an original signature. Any party who submits an original signature electronically or by facsimile shall be estopped from claiming the submitted signature does not bind the party to this lease. Electronic signatures shall be considered valid for the enforceability of this lease.*

The undersigned Tenant(s) hereby certifies(-fy) that all information provided in the Lease Agreement is true, complete and correct.

*The undersigned tenants have read, understand and hereby acknowledge and agree to all the terms of this Lease Agreement.*

**Signed by**

**TENANT**

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**Tenant's Name 1**

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**Tenant's Signature 1**

<p><b>LANDLORD</b></p> <p><b>Matoula's Houses</b> <b>Managed by</b> <b>Matoula and Gregory Halkiopoulos</b></p> <p><b>Signature</b></p> <hr/> <p><b>Date</b></p> <hr/>
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**Security deposits and last two months (amounts and time lines):**

**Via email we asked that we have your Security Deposits plus Last Two Months by XXXXXX, 2019**

**Below please indicate what you have sent to us in regards to payments.**

<b><u>NAME (i.e Angela Chronis)</u></b>	<b><u>AMOUNT and TIMELINE WE WILL RECEIVE IT (i.e. SD plus last two months \$XXXX has been sent) Should receive it by XXXXX<sup>rd</sup> 2019</u></b>
<b><u>1</u></b>	
<b><u>2</u></b>	
<b><u>3</u></b>	
<b><u>4</u></b>	
<b><u>5</u></b>	
<b><u>6</u></b>	
<b><u>7</u></b>	
<b><u>8</u></b>	
<b><u>9</u></b>	
<b><u>10</u></b>	
<b><u>11</u></b>	
<b><u>12</u></b>	
<b><u>13</u></b>	
<b><u>14</u></b>	
<b><u>15</u></b>	
<b><u>16</u></b>	

## Rates for Damages

### Cleaning

Dirty Kitchen (studio or 1 bedroom)	\$75	Dirty Kitchen (2 Bedroom and Larger)	\$100
Dirty Bathroom (Studio or 1 Bedroom)	\$75	Dirty Bathroom (2 Bedroom and Larger)	\$90
General Cleaning	\$90 per room/hall	Excessive / Deep Steam Cleaning Dirty Carpets	\$175 per room/hall
Trash Bah Hauling/Disposal	\$25 per bag	Trash Pick up/Disposal	\$50 per bag

### Miscellaneous Repairs

*(Includes removal/disposal of damaged item, installation of new item, clean up)*

Carpet Replacement due to burns/damages	Cost + 25%	Replace Broken Mirror	\$150 each
Replacement of Damaged Interior Door	\$175	Replacement of range burner pans	\$30 each
Replacement of Damaged Entrance Door	Cost + 25%	Repair/Replace Interior Door Hardware	\$95
Repair of Split Door Jambs	\$125	Repair/Replace Entrance Door Hardware	\$125
Wall Painting (one wall)	\$125	Repair Wall Damage from damage listed in lease	\$160 per wall
Wall Painting, max per room or hall	\$500	Repair Holes in wall up to 10 sq. in.	\$100 each hole
Repair/Replace Damaged/Missing Window Screens	Cost + 25%	Repair Holes in wall over 10 sq. in	\$150 each hole

Replace Blind, up to 12 Sq. Ft.	\$60	<b><u>Replace Broken Window Glass</u></b>	
Replace Blind, Over 12 Sq. Ft.	\$100	<u>Up to 6 Sq. Ft.</u>	\$85
		<u>6-12 Sq. Ft.</u>	\$170
		<u>12-18 Sq. Ft.</u>	\$265
		<u>Over 18 Sq.Ft.</u>	\$400

## Furniture

*(Missing or severely damaged. Includes removal/disposal of damaged item, installation of new item)*

Sofa/Sectional	\$995	Loveseat	\$595
Easy Chair	\$395	Coffee Table/End Table	\$295
Dining Table	\$495	Ottoman	\$400
Bed	\$495	Dining/Desk Chair or Barstool	\$100 each chair
Desk	\$250	Dresser/Storage Cubes	\$295
Bookcase	\$250	Mattress	\$300

## Appliances and Fixtures

*(Missing /damaged. Includes removal/disposal of damaged item, installation of new item)*

Stove/Oven	\$695	Refrigerator, under 10 cubic ft.	\$795
Dishwasher	\$595	Refrigerator, over 10 cubic ft.	\$995
Microwave	\$200	Air Conditioner	\$500
Toilet	\$300	Air Conditioner Cover	\$85
Toilet Seat	\$45	Sink	\$595
Tub/Shower	\$1,250	Smoke /CO Detector	\$75
Light Fixture normal incandescent	\$75	Light Fixture, standard fluorescent	\$130
Light Fixture, special	\$150 and up	Repairs to appliances, fixtures or furniture	Cost + 25%
Cupboard Doors/Countertops	Cost + 25%	Large Screen TV	Cost + 25%

## Miscellaneous Charges

Hauling Bulky Items	\$150 per Item	Lock Change (keys lost/not returned)	\$150 per lock
Hauling Smaller Items i.e. mini fridge	\$50	Key Pad Lock Replacement	\$250 incl key cuts
Miscellaneous Charges	Cost + 10%	Extra Key	\$30
City Fines	Cost +\$25		

The rates listed above are used to calculate any repair and/or replacement cost, if required. Any portion up to the full amount stated per item may be charged on Landlord's evaluation.

Agreed to, by

Landlord      GH      MH

Tenant \_\_\_\_\_