

TERMS OF THIS LEASE:

A. RENT

- 1 **PAYMENT:** Resident will pay Landlord the full monthly rent before midnight the first day of each month. Acceptance of partial rent payment does not waive Landlord’s right to an unlawful detainer or eviction.
- 2 **LATE RENT:** If rent is not received by the 5th day of the month the following additional rent charges will be added for each payee: \$20.00 AFTER THE 5TH DAY, \$20 MORE AFTER THE 15TH DAY, \$20 MORE ON THE 1ST OF EACH FOLLOWING MONTH.
- 3 **NSF:** Non-sufficient fund (aka bounced) checks must be replaced by a money order or cash for rent PLUS a \$35 CHARGE, PLUS APPROPRIATE LATE FEE.
- 4 **WHO IS RESPONSIBLE FOR RENT:** All Residents are responsible for all debts. Residents are responsible for paying the Rent and any other money due to Landlord under this Lease or as a result of any breach of this Lease. Each and every Resident is individually responsible for paying the full amount of such debts, not just a proportionate share.
- 5 **EVICITION:** If Resident violates any of the terms of this Lease, Resident **MAY BE EVICTED IMMEDIATELY AND WITHOUT PRIOR NOTICE**. In the event that Resident does not vacate voluntarily upon eviction, Landlord may bring an eviction action. If Landlord excuses a specific violation of a particular section of the Lease by Resident and thereby waives his right of eviction, such waiver is not deemed to be a waiver regarding any subsequent violation.
- 6 **DUTY TO PAY RENT AFTER EVICTION:** If Resident is evicted for a lease violation during the term of this lease, Resident must pay the full monthly rent until 1) the apartment is re-rented or 2) the date this lease ends. If the Apartment is re-rented for less than the rent due under this Lease, Resident will be responsible for the difference until the date this lease ends.

B. SECURITY DEPOSIT

1. It is the goal of the Landlord to return the security deposit in full at the end of the lease, however the Landlord may keep all or part of the security deposit for:
 - a) Any damage to the Apartment beyond ordinary wear and tear.
 - b) Rent, late fees, or other money owed to Landlord.
 - c) Moving prior to the completion of the term of the lease.
 - d) Not cleaning apartment to a **VERY CLEAN** condition per the provided move-out checklist. Current version of move-out checklist available at www.UAlbanyapartments.com.
 - e) Not providing a forwarding address at time of move-out.
2. The balance of the security after any charges will be returned by the end of the month following the lease to the address on file or provided by the tenant.

C. USE OF APARTMENT

1. **PARTIES:** Parties or gatherings of 20 or more people are prohibited. Use of the basement by more than 6 people is prohibited. Violation will be determined by the landlord and will incur a \$200 add’l rent charge per occurrence. Kegs are prohibited on the premises – empty or full. There will be a \$100 fine for each keg that is determined to have been on the premises plus an automatic \$200 charge for 20 people. No open fires or bonfires permitted, \$100 fine for each violation. Violations occurring in the common areas may be split between apartments.
2. **OCCUPANCY AND USE:** Only the persons listed as Residents may live in the apartment. Persons not listed as Residents may occupy apartment for no more than 2 days per week or 10 days without re-occurrence in 90 days without the prior written consent of Landlord. Residents may use the apartment and utilities **ONLY** for normal residential purposes.
3. **SUBLETTING:** Resident may lease (SUBLET) the apartment to other persons or assign this lease **ONLY** with the prior written consent of Landlord. There will be a \$50 charge per sublease.
4. **RESTRICTIONS:** No antennas or satellite dishes shall be installed. Attics may not be used except for storage. No metal tipped dartboards allowed. No sign or advertisement shall be placed upon the exterior or in the windows. No sheets or towels shall be used to cover the windows. Air conditioners must be removed from windows from October 1 to April 1. Residents are responsible for following all city, state, or federal laws, rules & regulations and zoning requirements.
5. **PETS:** Resident **MAY NOT ALLOW ANIMALS** of any kind in or near the apartment for any period of time without the prior written consent of the Landlord. If permission is given, Landlord may rescind the right to keep a pet. Violations will incur a \$100 fine per incident and lead to eviction.
6. **COMMON AREAS:** Resident may use the common areas (outside the lockable apartment doors) at the discretion of the landlord. Common areas must be kept clean or tenants will share the cost of cleaning. Landlord may enter common areas without notice.

7. **ADDITIONAL AGREEMENTS:**

_____ INITIALS _____
_____ INITIALS _____
_____ INITIALS _____

8. RESIDENT PROMISES:

- a) Not to act in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in Landlord's insurance. If there is a break-in or other damage which is attributable to tenants' illegal actions or parties, tenants will pay all associated costs.
- b) Not to damage or misuse the premises or waste the utilities provided by Landlord or allow her/his guests to do so.
- c) Not to make alterations or remove any fixtures or to paint the premises without the prior written consent of Landlord.
- d) Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other residents to peace and quiet or allow her/his guests to do so.
- e) To allow management the right to conduct inspections of Apartment for maintenance and housekeeping. If the condition of unit is found unacceptable, resident will have an opportunity to correct the condition. If resident receives two unacceptable inspections, Landlord reserves the right to terminate the lease.
- f) To keep the apartment clean and orderly with regular sweeping & mopping or pay for cleaning.
- g) To give immediate notice to Landlord of any necessary repairs.
- h) To IMMEDIATELY TELEPHONE AND GIVE NOTICE of radiator leaks, running toilets, dripping or running faucets, roof leaks, or other conditions requiring immediate attention.
- i) To separate all recycling, neatly store their trash outside, and to weekly bring all trash & recycling to the curb or pay for removal.
- j) If trash removal violates city rules (too much trash or wrong time) to pay city fines (\$250).
- k) To keep the outside of the property and porches, neat, and free of litter at least weekly on trash day or pay cost of cleaning. Trash may not be stored on porches.
- l) To be responsible for snow and ice removal on driveways and parking areas.
- m) To park or drive only in spots designated by Landlord (if any). If any vehicle is parked or driven in an improper location, Landlord may have the vehicle towed or charge owner \$50 per violation, to be charged equally against all residents if the owner cannot be determined.
- n) To keep exterior doors locked. If doors are found unlocked a \$20 charge will be assessed per violation or \$40 if the door provides access to a common area.
- o) To stay off all roofs. There will be a \$75 charge for each violation.
- p) Grills may not be used on porches or within 10' of the structure (city law). Violations will incur a \$50 charge. Flammable liquids may not be stored in or near structure (lighter fluid, gas, etc.)

6. LANDLORD PROMISES:

- a) To keep the apartment in reasonable repair and make necessary repairs within a reasonable time after notice by Resident, except when damage is caused by the intentional or negligent conduct of the Resident or her/his guests.
- b) To maintain the apartment compliant with health and safety codes except when a violation of the codes have been caused by the intentional or negligent conduct of the Resident or guests.
- c) To provide sidewalk snow removal, lawn cutting, and landscaping services as needed.

7. UTILITIES

- a) Included in Rent: Cold Water* Sewer Trash. *up to \$40pp / bill
- b) Paid By Resident: Electricity Gas / Heat Internet / Cable
- c) Tenants must maintain Electric and gas for the entire duration of the lease and have the account set up 10 days before the start of the lease.

8. REPAIRS, DAMAGE & CLEANING:

- a) Landlord shall have the right to repair any damage caused by resident or their guests and charge the reasonable cost of same to resident unless the repair or damage is caused by reasonable wear and tear. Hourly rates for repairs or cleaning if done by landlord or staff during business hours will range from \$20 - \$80. (\$20 min charge/visit) Such charges are payable within 15 days of repair. Late fees will apply if not paid within 30 days.
- b) Installed televisions (if any) will be repaired or replaced at the tenants' expense for any breakdown that is not covered under warranty.
- c) Some apartments have high-value features that are very expensive to repair or replace; sample repair cost estimates include \$500 for an original wood interior door, \$500 to refinish one room's wood floor, \$1,500 for a granite countertop.
- d) The tenant agrees to replace at the tenants own expense all glass broken during the term of this lease, regardless of the cause of the breakage.

9. Landlord shall not be liable to resident for loss of heat, water or use of any facilities of the apartment complex if said loss is due to any reason beyond the control of the Landlord.

10. Resident acknowledges responsibility to check SMOKE DETECTORS & CO DETECTOR MONTHLY and report any problems in its function. Resident will replace batteries as needed.

11. This apartment does not contain a sprinkler system

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D. DURATION OF LEASE

1. **FAILURE TO GIVE POSSESSION:** If Landlord cannot provide the apartment to Resident at the start of this lease, Resident cannot sue Landlord for any resulting damages but Resident will not start paying rent until he/she gets possession of the Apartment.
2. **DESTROYED OR UNLIVABLE APARTMENT:** If the leased premises are destroyed or so damaged as to be unfit for occupancy due to fire or other causes, Landlord may elect to terminate this lease immediately and may elect not to rebuild or restore the damaged premises by giving Resident written notice. If such destruction is caused by the negligence of Resident, or their guests, then Resident shall remain liable for rental payments for the full term hereof. If this lease is terminated pursuant to this section, there shall be no refund of rent paid or rebate of rent due or unpaid.
3. **MOVING OUT BEFORE LEASE ENDS:** If Resident moves out of the apartment before the DATE THIS LEASE ENDS, Resident is responsible for rent and any other losses or costs including court costs and attorney's fees.
4. **CHECKING-OUT OF APARTMENT AT LEASE ENDING:** Resident will move out of apartment when the lease ends. If Resident moves out after this time, Resident shall be liable to management for any resulting losses, including rent, court costs, and attorney's fees. A charge of \$200.00 may be assessed for each day or partial day resident remains after the last day.
5. **LEASE CANCELLATION BEFORE POSSESSION:** If Residents requests that the lease be cancelled before residents possess the apartment and landlord approves based on finding suitable replacement tenants or if Residents do not pay security deposits with lease, or such payments are not valid, the landlord shall void the lease and refund any deposits and prepaid rent less \$150 per resident.

E. RIGHTS OF LANDLORD:

1. **ATTORNEY'S FEES:** If Landlord brings any legal action against Resident, Resident must pay Landlord actual attorney's fees and court costs even if rent is paid after the legal action is started. If Landlord performs these actions, there will be a \$40 charge for serving a 3-day notice, \$100 or actual costs if higher for obtaining and serving a notice of court eviction hearing, and \$100 for attending an eviction hearing.
2. **LANDLORD'S RIGHT TO ENTER:** Landlord and it's authorized agents may enter the apartment at any reasonable time with reasonable notice to a) inspect, b) improve, c) maintain, d) repair, or do other necessary work, and e) to show the apartment to potential new residents or buyers.

F. LIABILITY OF RESIDENT AND LANDLORD

1. **RESIDENT'S PERSONAL INSURANCE:** Residents are strongly encouraged to obtain renter's insurance to insure personal belongings. The Resident shall look to his own insurance for reimbursement for loss from fire, water, wind, vandalism, theft or any loss whatever.
2. **LOSS, DAMAGE, OR INJURY TO RESIDENT OR HIS PROPERTY:** Resident shall not make claim against Landlord for loss or injury or damage sustained by or from insects, pests, fire, water, deluge, overflow, sewer back-up, or from malfunction or breakdown of appliances in apartments. Resident shall not make claim for any loss of any articles by theft or from any other cause. Resident acknowledges that Landlord shall not be responsible for preventing the entry of a person or persons into the apartment building or the Resident's Apartment.
3. **RESIDENT SHALL REIMBURSE LANDLORD FOR:**
 - a) Accidental lock-outs: pay for cost to hire a professional locksmith to gain entry.
 - b) Any loss, property damage, or cost of repair service including plumbing problems, caused by negligence or improper use by Resident and/or his/her guests.
 - c) Any loss or damage caused by doors or windows being left open.

G. MISCELLANEOUS

1. **SEVERABILITY:** If any provision of this agreement is determined to be invalid or unenforceable, it shall not affect the enforceability of any other provision in this agreement. Instead, the invalid or unenforceable provision shall be deemed severed from this agreement, and this agreement shall be enforced as if the agreement did not contain the invalid or unenforceable provision.
2. **ABANDONMENT OF PROPERTY:** If Resident shall abandon, surrender or vacate the premises any personal property belonging to the Resident and left on premises, shall be deemed to be abandoned at the option of Landlord and disposed of by him at the expense of the Resident.
3. **CLEANLINESS OF APARTMENT DURING SHOWING:** The apartment must be very clean and orderly for each showing to re-rent with notice of showing provided the evening before or sooner. If the apartment is not presentable any cleaning time will be charged back to Resident.
4. **UNOCCUPIED APARTMENTS:** When the apartment will be unoccupied for 4 or more days, tenants must provide notice to the landlord and leave the apartment in appropriately clean condition (no trash, dirty dishes, etc.). During these times such as summer and school breaks, the landlord will have access to the apartment for maintenance, improvements, and inspections without providing notice. During such times the landlord may require that interior doors be left unlocked.

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