

## LEASE AGREEMENT

The Landlord and the Tenant agree to lease the Property described herein for the terms stated below. It is understood that the Landlord is managing the property described in this agreement for **University Hill Apartments**, the Property Owner. The Owner has authorized the Landlord to act on his behalf including but not limited to the services of notice and action for summary proceeding.

<b>LANDLORD:</b>	<b>TENANTS:</b>
<b>University Hill Apartments          105 Comstock Avenue          Syracuse, New York 13210</b>	

**Rental Property Address:**

<b>Date:</b>		<b>Total Rent:</b>	
<b>Term:</b>		<b>Monthly Rent:</b>	
<b>Begin Date:</b>		<b>Security Deposit:</b>	
<b>End Date:</b>			

**1. Term.** The term of this Lease ("Term") shall begin at 12:00 p.m. on the lease start date above, and terminate at 12:00 p.m. on the lease end date above, unless lease dates are hereafter adjusted. This is a **JOINT and SEVERAL** lease. Each Tenant(s) is jointly and severally liable for all Lease Agreement obligations. If any Tenant(s), guests, or occupant violates the Lease Agreement, all Tenant(s) are considered to have violated the Lease Agreement. Landlord's requests and notices to any one Tenant(s) constitute notice to all Tenant(s) and occupants. Notices and requests from any one Tenant(s) or occupant (including repair requests and entry permissions) constitute notice from all Tenant(s). In eviction suits, each Tenant(s) is considered the agent of all other Tenants in the Premise for service of process. This Lease continues regardless of whether Resident is transferred, ceases to be enrolled, or for any other reason Resident is unable to continue occupancy of the Premises, and Resident's obligation to pay rent and perform all other obligations in this Lease continue until the Term ends and Landlord has been paid all sums due to it. Resident understands that a move in appointment must be made in advance of taking possession of the unit, as requested by Landlord.

**2. Premises.** Landlord does hereby lease unto Resident and Resident hereby leases from Landlord an apartment or room/suite (the "Unit") owned by University Hill Apartments, Syracuse, NY at the address shown above.

**3. Security Deposit.** Resident shall deposit with Landlord the sum of **one month rent** for the faithful performance of Resident's promises and duties contained herein (the "Security Deposit") to be due at lease signing. If Resident fails to make any part of this deposit payment, or any installment payments on time prior to taking possession of the unit Landlord has the option to view this as default of the agreement and may opt to terminate the Lease. If Landlord chooses to do so Landlord will notify Resident via email, to the email address Resident provided on Resident's rental application. Landlord shall not be required to pay any interest to Resident upon the Security Deposit. Landlord may deduct from the Security Deposit amounts sufficient to pay **(1)** any damages sustained by Landlord as a result of Resident's nonpayment of rent or non-fulfillment of the term of this Lease Agreement; **(2)** any damages to the Premises for which Resident is responsible; **(3)** any unpaid bills which become a lien against the Premises due to Resident's occupancy; **(4)** any costs of re-renting the Premises after a breach of this Agreement by Resident; **(5)** any court costs incurred by Landlord in connection with terminating the tenancy; **(6)** any other damages of Landlord which may then be deducted and paid from the Security Deposit under the laws of this State; and **(7)** the cost to have the Unit professionally cleaned after move out. **(8)** any costs for removal of garbage, debris, or abandoned personal belonging or furniture left in the Unit.

If Landlord uses or applies any of the Security Deposit during the Term, Resident shall immediately replenish it to its originally required amount. After having deducted the above amounts, Landlord shall, if Resident's forwarding address is known to Landlord, and delivery of possession of the premises is complete, pending demand by Resident, mail the balance of the Security Deposit. Resident must notify Landlord in writing, at the end of the lease term, of an appropriate forwarding

address. If Resident's address is unknown to Landlord, Landlord may deduct the above amounts and shall then hold the balance of the Security Deposit for Resident's collection for a six (6) month period beginning upon the Lease End Date and delivery of possession by Resident. Subject to applicable state law, if Resident fails to make demand for the balance of the Security Deposit within the six (6) month period, Landlord shall not thereafter be liable to Resident for a refund of the Security Deposit or any part thereof. The Security Deposit is not any part of the rent herein reserved and consequently cannot be applied to the final month's rent. The Security Deposit shall be forfeited should Lessee apply or deduct any portion of the Security Deposit from the last month's rent or attempt to apply the security deposit at any time in lieu of payment of rent. This Security Deposit shall be held without any duty to pay interest and shall be held in accordance with the laws of the state of New York.

**4. Rent Payments.** Time of rent payment is of the essence. In the event the rent is not received by the Landlord on or before the due date, then, at the option of Landlord, such failure to pay on time shall constitute default. Tender is not available as a remedy to Resident; that is, if rental payments are not paid on or before the due date, the delinquent payment of same will not cure the initial breach committed by nonpayment. Resident hereby waives any requirement of notice from Landlord to Resident that Resident is in default. If Landlord elects to accept a late payment, as of 4pm on the 5th day of the month a late fee shall be assessed to Resident equal to five percent (5%) of the rental installment amount. There will be an additional late fee assessed equal to five percent (5%) of the rental installment amount if rent is paid in full by 4pm on the 15th of the month. **Late fees are superseded by current State Laws.** Late fees will be assessed every month, even if Resident is not on a monthly payment plan. The grace period is a courtesy, but Residents are reminded rent is still due on the 1st of every month. There will be a \$35.00 fee assessed on all insufficient fund transactions, plus all applicable late fees. Resident will bear the cost of Landlord's legal fees and expenses pertaining to non-payment and collection of rent or damage fees. Landlord has the right to remind Resident of any payment due date, but the responsibility is on the Resident to make timely payments without any further notification from Landlord. Landlord will notify the respective Credit Agencies of default should payment not be made in a timely manner. This would be a 7 year line item on the tenant's respective credit report. Landlord has the right to apply payments to charges due based on Landlord's internal payment prioritization method, meaning regardless of Resident's intent payments will be posted first to late fees, damage charges, and so on, with the balance applied against base rent only after payment of such charges. Resident understands that full installment payments in agreed amount and timing must be tendered on stated due date. Landlord is not required to accept partial rental installments or payments less than the amount due. Resident may prepay for future rental installment payments due.

**5. Utilities & Services:**

Utilities and services supplied to the Premises shall be paid as follows: Landlord is responsible for providing heat, electricity, water & sewer, basic wireless internet access, and lawn maintenance. Should the tenant(s) want to get their own internet, Landlord will subsidize the cost with a \$15 monthly stipend per apartment. Heat is regulated by Landlord at 68 degrees Fahrenheit in a lockbox. Resident is responsible for cable television, telephone (local and long distance).

**EXCEPTION:** 1505 East Genesee Street (Commodore Residences): Tenant Responsible for **Electricity**, which provides Heat. Heat is distributed by the Electric Baseboard Thermostats in each unit hence tenant will have full control of the settings. Tenants must call National Grid at 800-642-4272 in order to setup their respective Electricity account prior to move in. Failure to do so will result in possible service interruption including no lights/heat in the apartment at move-in. Landlord will NOT be responsible for this interruption – it is the responsibility of the tenant to plan ahead. Gas for the stoves will be paid by Landlord. Landlord will supply Private Internet and Spectrum TV Select for each residence.

**6. Use and Conduct.** Resident may use and occupy the Premises for residential student housing purposes only. Resident may not conduct any commercial enterprise in the Premises. Resident shall cooperate and adjust to the concept and requirements of living in a student residence environment and shall not allow any disruptive behavior or conduct in the Premises or any nuisance in the Premises. Resident may not have any handgun; firearm; weapon of any type; explosive, flammable or hazardous substance; or anything else of a dangerous nature in the Premises. Resident may not allow the misuse of alcoholic beverages in violation of State law or University Hill Apartments rules and regulation, or the possession, use, sale or manufacture of illegal narcotics, marijuana, hypnotics, stimulants, hallucinogens or other similar known illegal drugs and/or chemicals in the Premises by Resident or Resident's guests.

**7. Rules and Regulations.** Resident, his guests and agents, shall comply with and abide by all of the Landlord's existing rules and regulations, and such future reasonable rules and regulations as the Landlord may from time to time at its discretion adopt. If a term in this lease is illegal that term will no longer apply. The rest of the lease remains in full force.

**8. Rental Application.** In the event the Resident has submitted a Rental Application in connection with this Lease, Resident acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and the Resident warrants to Landlord that the facts stated in the Application are true to the best of Resident's knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy immediately and to collect from Resident any damages, including reasonable attorney's fees, resulting there from. Resident

acknowledges that Landlord will screen Resident and Resident's guarantor in accordance with company policies and rental criteria.

**9. Resident's Obligations.** In addition to the other obligations of the Resident under this Lease, during the term of this Lease, Resident shall: **a)** Use the Premises for residential use only and in a manner so as not to disturb Resident's neighbors; **b)** Not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance; **c)** Keep the Premises, including, but not limited to, the apartment, all plumbing fixtures, facilities and appliances, and yards used by Resident in connection with the Premises in a clean, safe, sanitary and presentable condition; **d)** Comply with any and all obligations imposed upon Resident by applicable building and housing codes; **e)** Dispose of all rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse; and remove all trash, waste, and debris from the premises a minimum of once per week; **f)** Use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises. Resident is liable to Landlord for any damages caused by Resident's failure to comply with this requirement; **g)** Be responsible for all damage, disturbance, and negligence caused by their guests to the premises. **h)** Be responsible for cost of repairs to any clogged drains or toilets during their tenancy, caused by anything Resident has intentionally or unintentionally put down the drain or into the toilet **i)** Be responsible for and liable to Landlord, and not deliberately create, damage to, defacement of, or removal of property from the Premises, whatever the cause, except such damage is caused by ordinary wear and tear, acts of the Landlord, or of third parties not invitees of the Resident, and natural forces.

**10. Permitted Occupants.** Only the Resident/s listed on the Lease are allowed to occupy the Premises. If the city and building codes allow additional occupants, and Residents wish to have an addition occupant move in the Premises, the new Resident must be approved by Landlord and added to the lease agreement. Additional Residents must meet rental criteria, and Landlord may approve or decline this request. If approved Landlord has the right to increase rental installment charges.

**11. Maintenance and Repairs.** Landlord shall be responsible for all repairs and maintenance to the Premises, with the exception of (i) such repairs necessitated by Resident's intentional or negligent misuse of the Premises which shall be the responsibility of Resident; and (ii) the replacement, as needed, of batteries in the smoke detectors and light bulbs in the Premises which shall be the responsibility of Resident. Please note we do not connect water lines to our refrigerators to prevent the freezing of water lines. If there is an ice maker in the freezer it is for the storage of ice only. During the move-in period, Landlord will retain the right to have 5 business days upon the first person checking in (not lease start date) to resolve any/all deferred maintenance and/or cleaning that the tenant(s) feel have not been addressed correctly. There will NOT be any allowance for withholding current and future rent under ANY circumstances. Typically, maintenance staff stands by an expected turnaround time for basic maintenance issues of up to 72 business hours, unless the issue is a life threatening emergency. During our peak periods of move-ins, this can be stretched to 5 business days. Maintenance hours are Monday-Friday from 8:30AM – 4:30PM. All questions, concerns, requests and emergencies (maintenance related or otherwise), must be submitted through the online maintenance request portal in order for it to be on file and officially recognized by the correct department. Without following the above protocol, Landlord will not be responsible for failure to respond. If repairs are necessary due to Resident's neglect or misuse Landlord has the right to make repairs without Resident's approval and bill these repairs to Residents. Resident shall promptly inform Landlord, or its agent, in writing, of any necessary repairs which need to be performed by Landlord. Resident shall keep the Premises and the items furnished by Landlord in good and clean condition. Resident shall promptly reimburse Landlord within thirty (30) days for all costs for necessary repairs or replacements necessitated by Resident's intentional or negligent misuse of the Premises or any items furnished by Landlord, otherwise Resident will be subject to a late fee of \$35 per month. Landlord, its officers, agents and employees, shall not be liable in any manner for any loss, injury or damage to Resident, its agents and guests, due to outstanding repairs. Landlord's sole obligation is to be reasonably diligent in Landlord's effort to execute necessary maintenance repairs.

**12. Acceptance of Premises.** Resident acknowledges that Resident has inspected the Premises and Resident agrees that the Premises and any common areas used in connection with them are in a safe, fit and habitable condition and, where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances furnished with the Premises are in good and proper working order. Resident also acknowledges that he/she will have the opportunity to submit a condition form to Landlord within 48 hours of move in, to document the state of the Unit at that time. The Furniture shown on the website is an example of what is represented in each respective apartment. There may be some changes or variations due to furniture inventory available at the present time as well as wear and tear of existing furniture.

**13. Right of Entry.** Subject to applicable state law, Landlord can enter the Premises (a) by passkey or otherwise at all reasonable or necessary times upon reasonable, for inspection, maintenance, housekeeping, leasing, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection, and to show the Premises to prospective residents, lender, or purchasers;

(b) at any time in an emergency, without liability to Resident; (c) if Resident defaults under this Lease and abandons the Premises, and (d) if Tenant puts in a service request they understand maintenance will enter the apartment to complete the service request. Landlord will try to give 24 hour notice, but only as a courtesy. Oftentimes this notice will not be feasible.

**14. Pets.** No pets shall be allowed to be kept in or about the Premises unless Landlord has approved a pet in this agreement. Resident must also pay related pet fees, deposit(s) and rent before pet is kept in or about the Premises/Unit. If pet is approved Resident hereby agrees to pay the fees without proration for the entire term of the lease, and understands that any damage caused by the pet will be payable to Landlord from Resident, in addition to any fees. Pet must be current on all appropriate vaccinations, shots and registration, and owner must pick up after the pet's waste promptly, or pay fees. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Unauthorized and/or unregistered pets are not allowed on the property and must be removed immediately. Landlord may remove any unauthorized pet with one day's written notice of intent to remove the pet Landlord may turn the pet over to a humane society or local authority.

**15. Alterations.** The Resident shall not make any alterations, additions or improvements in or to the Premises or paint or decorate Premises without the Landlord's consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Resident's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements to the Premises, whether made by the Landlord or Resident, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

**16. No Assignment or Sublease.** Resident shall not sublease the Premises nor assign this Lease nor allow anyone to occupy the Premises without written permission.

**17. Re-lease.** Landlord has a no lease termination policy. Upon signing the lease agreement Resident is legally obligated to all terms and conditions within. Although unfortunate, school enrollment changes or other life changes do not release Resident from financial responsibility of this agreement. In order to be released from the financial responsibilities outlined in this agreement, Resident may re-lease the Unit to another qualified individual, pending completion of Rental Application and approval of Landlord. In order to do so, Resident must follow the exact order of steps to re-lease outlined in steps 1 through 6 below: **1.** Resident is required to notify the office in writing that Resident intends to re-lease the Unit. **2.** Landlord will provide an application for the prospective tenant to complete and return with a copy of their Student Identification. **3.** Landlord will require the legal tenant(s) to act as the liaison until Landlord has approved the applicant. **4.** Once the applicant is approved, current tenant is free to draft a sublease agreement which must include, at a minimum, the terms and conditions of the current active lease. **5.** Legal tenant(s) will remain responsible to meet all the terms and conditions of the existing lease and will be contacted directly if there are any issues. **6.** Most importantly, payment must still come from the original tenant on the lease. The new tenant and existing tenant must work out their own payment arrangements as stipulated in their sublease. As it related to a new tenant, if Landlord must "turnover" the Unit, Resident is still responsible for all costs related to cleaning and repairs.

**18. Renewal.** If, prior to the expiration of Term, Resident executes a binding lease with Landlord for the next succeeding designated term (a "New Lease"), the terms of this Lease shall continue in full force and effect (without, however, any obligation of Resident to make any additional payment of Rent or Installment hereunder) until the beginning of the term provided in the New Lease (the "New Term"). Nevertheless, Resident shall remain liable for all amounts of additional rent which may be or become due and owing hereunder prior to the commencement of the New Term. Landlord has the right to set a renewal deadline. Renewal Rates are subject to market conditions; hence pricing can differ. Please keep in mind Landlord begins marketing apartments in September for the following school year. If Resident does not sign a "New Lease" by this deadline Landlord has the right to lease the Premises to another party. Landlord also has the right to deny Resident's ability to sign a New Lease, based on poor payment, behavior, or nuisance history. If Resident signs a Renewal lease, then decides at a later date they do not wish to stay in the New Lease, they must go through the Re-lease steps outlined.

**19. Default/Landlord's Remedies.** In the event Resident shall fail to perform any duty or condition of this Lease within three (3) days of having received notice from Landlord to do so (except no notice shall be required for failure to pay rent by the due date thereof), then Landlord, in addition to all other rights and remedies provided by law, shall have the right, without further notice and with or without legal process, immediately to terminate this Lease and reenter the Premises or to reenter and re-lease the Premises without terminating this Lease. In the event Landlord either terminates this Lease or reenters and re-leases without terminating, Landlord shall be entitled to collect any damages resulting from Resident's default, including, but not limited to, any costs of re-renting the Premises, the difference, if any, between the actual rental at which the Premises are re-leased and the rental provided for herein for the balance of the term, and a reasonable attorneys' fee. Upon any reentry pursuant to this paragraph, Landlord may, but shall not be obligated to, without liability to anyone for trespass or conversion, remove any personal property located in or about the Premises to be disposed of. If Landlord re-leases the premises, in no event will Landlord be obligated to pay Resident any excess credit amounts.

**20. No Waiver.** No failure by Landlord to exercise any rights hereunder to which Landlord may be entitled shall be deemed a waiver of Landlord's right to subsequently exercise same. Resident shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Landlord's failure to timely assert Landlord's rights.

**21. Eminent Domain and Casualties.** Landlord shall have the option to terminate this Lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty or if compliance with applicable building or housing codes requires an expenditure which, in the Landlord's reasonable opinion, is uneconomical.

**22. Check-in and Check-out procedures.** Immediately preceding the Resident's taking possession of the Unit, Resident may conduct an inspection of the Unit and shall note any defects or damages, and any other conditions observed, and return such documentation to Landlord within 48 hours. Landlord and Resident shall sign the report as conclusive evidence of existing defects, damages, or conditions. Upon Resident's surrendering possession of the Unit at the termination of the Lease, Landlord shall note on Landlord's copy of the report the condition of the Unit, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Landlord to have occurred during Resident's occupancy and use of the Unit. If Resident fails to submit any documentation within 48 hours of move in, or fails to specifically dissent in writing to any damage or defect, the Resident waives the right to dispute any assessment of damages to the Unit.

**23. Resident's Insurance.** Landlord requires that Resident carries a renter's insurance policy for the entire term of the lease. Resident agrees to release and indemnify Landlord and its agents from and against liability for injury to any persons or Residents or to any members of his household, licensees, and invitees resulting from any cause whatsoever. Tenant understands that the insurance coverage purchased by Landlord is not intended to protect tenant against any loss or damage, including but not limited to: burglary, vandalism, fire, smoke or flood. Landlord is not responsible for loss or damage resulting from tenant negligence. Additionally, Landlord is not responsible for any damage to the property caused by tenant and/or all associated guests including but not limited to roommates, family members or guests, whether caused willfully, accidentally or through negligence. Tenant hereby acknowledges that he/she has been advised that Landlord is not responsible for damages to tenant personal property.

**Indemnity and Hold Harmless and Resident's Insurance Clause.** To the fullest extent permitted by law Residents agree at his/her/their own cost to defend, indemnify and hold harmless Landlord, its/their officers, directors, shareholders, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from the acts, omissions breach or default of Tenants, its/their officers, directors, agents, employees and subcontractors or guests. Resident's liability is joint and several. This Agreement is continuous until terminated by either party with written notice. Resident's shall obtain at his/her/their own cost a General Liability Insurance policy in an amount not less than \$1,000,000 per occurrence. Residents understand Landlord is not responsible for any loss of Resident's or their guest's property and that property insurance should be purchased by the Residents to cover these losses.

**24. Resident's Duties Upon Termination.** Upon any termination of the tenancy created hereby whether by Landlord or Resident and whether for breach or otherwise, Resident shall:

- (a) schedule a move out appointment in advance per Landlord's request; abide by move-out cleaning list on website
- (b) vacate the Premises removing all personal property located in or about the Premises;
- (c) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, to same condition as when this Lease was executed, ordinary wear and tear excluded
- (d) fasten and lock all doors and windows;
- (e) return to Landlord the keys to the Premises;
- (f) turn off lights and anything else with an on/off switch; and notify Landlord of the address to which the balance of the Security Deposit may be returned. If Resident neglects to remove all personal property, Landlord will dispose of it at Resident's expense.

**25. Holding Over.** If Resident fails to surrender the Unit by the end of the Term, a charge in the amount of \$100 per occupant will be charged for each day past the lease end date that Resident holds over. After termination or expiration of this Lease, this Lease shall not be deemed to have been renewed or extended and Resident shall be deemed to be a Resident at sufferance. Landlord will have the right to commence eviction proceedings, and bill costs to holdover Resident.

**26. Law Applicable.** This lease is entered into in the State of New York and shall be construed under the laws, statutes and ordinances of such jurisdiction.

**27. Severability.** The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Landlord's option in full force and effect.



**28. Easements, Restrictions and Rights of Way.** The Premises are demised subject to all easements, restrictions and rights of way legally affecting the Premises.

**29. Binding Effect and Complete Terms.** The terms, covenants, conditions and agreements herein contained shall be binding and to the benefit of and shall be enforceable by Landlord and Resident and by their respective successors and assignees. All negotiations and agreements of Landlord and Resident are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Landlord.

**30. Covenant of Title and Quiet Enjoyment.** Landlord covenants and warrants to Resident that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that, provided Resident is not in default hereunder, Resident's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord.

**31. Construction of Lease.** Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of same.

**32. Amendment of Laws.** In the event that, subsequent to the execution of this Agreement, any state statute affecting any duty or obligation imposed upon the Landlord or the manner in which Security Deposits shall be held, applied or refunded, is enacted, amended, or repealed, the Landlord may, at Landlord's option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed.

**33. Non-Liability of Landlord.** Landlord, its officers, agents and employees, shall not be liable in any manner for any loss, injury or damage to Resident, its agents and guests, including but not limited to, acts of theft, burglary, vandalism and assault. Resident assumes all risk of loss/damage to Resident's property within the Property or Premises which may be caused by water leakage, fire, wind, explosion or other cause or any other resident in the Property. Resident agrees to and hereby does indemnify and hold harmless Landlord, its officers, agents and employees from and against any and all claims for injury, loss or damages to person or property, regardless of cause, arising out of or resulting from damage, and injury that has been sustained by Resident; without in any way limiting or restricting the generality of the above, Landlord shall not be liable for any claims arising from theft, burglary, vandalism, assault and criminal activity committed on the Property.

**34. Damage or Destruction of Premises.** If, in the opinion of the Landlord, the Premises or Property should become untenable during the term hereof because of damage or destruction by fire or other occurrence, Landlord shall have the right to opt to terminate this lease, or to opt to relocate Resident to another similar apartment within the company. In the event of such damage or destruction to the Premises or Property without the fault of Resident, his agents or invitees, Resident's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease, or does not furnish Resident with another similar unit within the company. If damage or destruction of the Premises or its furnishings is determined to be the fault of the Resident or Resident's invitees, then Resident and/or Guarantor agrees to pay for all repairs and damages (including replacement costs) beyond that attributed to normal wear and tear.

**35. Security.** Landlord does not promise, warrant, or guarantee the safety or security of Lessee or Lessee's personal property against the criminal actions of other residents or third parties. The Lessee agrees to look solely to the public police for security protection.

**36. Parking.** Resident understands that Resident must follow all parking rules. Resident understands that if he/she or Resident's guests do not follow all parking rules, posted or not posted, or park anywhere other than a designated parking space, vehicle is subject to being towed at the vehicle owner's expense. Parking is done at the Resident's own risk, and Resident hereby indemnifies Manager from any possible liability.

**37. Abandonment of Property.** Subject to applicable state law, any property of the Lessee remaining on the Premises, in any general storage space, or otherwise in or about the Premises after the termination hereof shall be deemed to be abandoned by the Lessee, and Landlord may remove and dispose of such property without any liability to Landlord therefore, and said property so abandoned shall be and become the property of the Landlord.

**38. Miscellaneous.** This Lease and any attached addenda constitute the entire Lease between the parties and no oral statements shall be binding. Any amendment to this Lease, other than a change to the Rules and Regulations, must be in writing and signed by both parties. Time is of the essence in the obligation under this Lease. In the event, for any reason, that the said property is sold or there is a change in the property managing entity as assigned by the owner, this Lease may be re-assigned to the new property owner or management entity. Resident agrees to allow Landlord permission to use, alter and publish photographs, reproductions, video, audio or likeness of residents and the Unit for use in media referencing the Landlord for the purpose of advertising the property and hereby consents to such use.

**39. Pest Infestation.** Whether or not Resident experience a pest infestation in the Premises depends largely on Resident maintaining the Premises in a neat, clean and sanitary condition, and immediately informing Landlord of any indication or

sign of pests. In the event Resident observes a rodent or an insect, including but not limited to so-called bed bugs, or experience symptoms consistent with insect bites, Resident must promptly notify Landlord of that fact. Resident understands that a pest infestation can occur suddenly, even in a sanitary living environment, and proliferate if not treated quickly. Resident agrees to properly dispose of refuse, to refrain from using and/or storing second-hand items and to always maintain the Unit in a clean and sanitary condition, to reduce the risks of certain types of pest infestation.

**As part of Resident's compliance with this general obligation, Resident agrees as follows:**

- a) Timely notice and cooperation are critically important to eliminating a pest infestation, and Resident agrees to immediately report to Landlord orally and in writing any pest infestation Resident discovers, identifying the location of such infestation within the apartment. Cost of pest Infestation will be born by tenant(s) if apartment is not kept in a clean state.
- b) Cleanliness is an effective means of reducing the likelihood of experiencing a pest infestation, and Resident agrees to keep the Unit in a clean and orderly state at all times.
- c) Used articles of clothing, linens and bedding Items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and Resident agrees not to use or store secondhand items in the Apartment without first having a licensed exterminator certify that such items are pest free.
- d) Vinyl mattress covers may in certain situations be helpful to combating or preventing pest infestations, and Resident agrees to continuously use a vinyl mattress cover on all mattresses in the Unit, if Landlord asks Resident to do so.
- e) Immediate and continuous access may be required to address a pest infestation, and Resident agrees to provide us and our consultants with open access to inspect, remediate and monitor a pest infestation.
- f) Remediation methods will be determined by Landlord, in Landlord's sole discretion, and you authorize Landlord to dispose of infested furniture and clothing articles, unless Resident immediately removes such items from the Community, without reimbursement to Resident, and Resident waives any right Resident might have under this Lease or by statute to receive compensation for property loss as a result of the remediation of a pest infestation.
- g) Relocation may be required during a period of pest infestation and remediation of the apartment or of another apartment within the building. Landlord may choose to relocate Resident to another apartment, to another comparable facility, or to temporary reasonable housing.
- h) Payment of rent is not discretionary, and during a period of pest infestation and the abatement of same, whether or not Resident continually occupies the Unit, Resident cannot stop payment of or reduce Rent. Landlord will not be responsible for any injuries or damages to Resident or any other person that results from a pest infestation and Resident agrees for Resident and all other parties to release and indemnify landlord in accordance with Section 35 of this Lease.

**40. Mold and Mildew.** Resident acknowledges that it is necessary for the Resident to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust unit on a regular basis to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover heating, ventilation or air conditioning ducts in the Unit. Resident also agrees to immediately report to the Management office: 1) Any evidence of a water leak or excessive moisture in the Unit as well as any storage room or common area; 2) Any evidence of a mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; 3) Any failure or malfunction of the heating, ventilation or air conditioning system in the Unit; and 4) any inoperable doors. Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as injury to Resident and occupants resulting from Resident's failure to comply with the terms of this paragraph.

**Rule & Regulations**

These Rules and Regulations are incorporated by reference into the Lease Agreement between Landlord and Resident and are a part thereof. They are promulgated for the purpose of preserving the welfare, safety, and convenience of Residents at University Hill Apartments and for the purposes of making a fair distribution of services and facilities for all Residents, and for the purpose of preserving Landlord's property and other residents from abusive treatment.

1. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Residents are to vacate the premises immediately. Residents will be instructed by Landlord's staff when they will be allowed to return to their apartments. Residents who do not vacate their apartments during a fire alarm are subject to disciplinary action. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Lease Agreement. At lease commencement Landlord will test the smoke detectors in premises for proper operation and working batteries. Once Resident takes possession of the unit it is Resident's responsibility to maintain functional batteries in all smoke detectors. Tampering or altering smoke detectors will result in a \$25.00 fine. Any violation is a default under the Lease which would entitle Landlord to declare a default and pursue all remedies provided to Landlord.

2. Residents will remove from the Premises all ashes, rubbish, garbage, cigarette butts, and other waste in a clean and safe manner; keep the leased premises, the grounds, balconies, and parking lots as clean and safe as their condition permits; and use all electrical, plumbing, appliances, heating and air conditioning, fireplaces and fixtures in a safe and reasonable manner. Resident understands they can be fined \$25 per cigarette butt that is littered anywhere on the property.
3. The following items are prohibited at University Hill Apartments : - ELECTRIC SPACE HEATERS, MINI-FRIDGES, AIR CONDITIONERS (**Exception:** 1505 East Genesee Street: Commodore Residences: Only PORTABLE Air Conditioners are permitted. Window Air Conditioners are against safety regulations due to the high rise structure), Decals and stickers (with the exception of security ID stickers) which may cause damage to painted walls, windows, and other surfaces - Stolen property such as construction barriers, street signs, newspaper machines, etc. - Darts, dart boards, and liquidfilled furniture. - The use of candles or incense. - Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals. - Firearms, fireworks, and dangerous weapons. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, nun chucks, switchblades, explosives and dangerous chemicals. Also prohibited are Appliances not provided by Landlord (such as Air Conditioners hotplates, indoor grilling machines, washers, dryers, dishwashers, etc.) because of electrical and plumbing problems. Use of personal Air Conditioners will be subject to a charge of \$400 per AC unit for the season (Except at 1505 East Genesee: Commodore Residences). Small appliances, such as radios, televisions, and irons are permitted - Aerials, masts and other short wave radio transmitting equipment because of FCC interference regulations and safety precautions. - Livecut Christmas trees because they constitute a fire hazard. - Drug paraphernalia because they are associated with the use of illegal substances. This includes, but is not limited to bongs, hash pipes, blow tubes and water pipes. If prohibited items are observed in an apartment, the items will be confiscated and disciplinary action may be initiated. Motorcycles, mopeds, or other internal combustion engines inside or adjacent to buildings. Electric space heaters and mini-fridges found would be confiscated without warning.
4. Landlord recognizes the right of Resident to entertain friends and have guests from time to time, but Resident expressly understands that occupancy of the Premises is limited to Resident and that guests must adhere to the rules and regulations and respect the rights of roommates. Resident, members of Resident's family and guests shall at all times conduct themselves in an orderly manner, and shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of the other Residents. Residents will be held responsible for the conduct of their visitors and guests; however, the privacy and right to normal use of the Premises by Resident's roommate must be respected by Resident when entertaining visitors and guests. Residents may have overnight guests but no person may stay for more than four (4) consecutive nights or nine (9) total nights in any one month. Resident's failure to observe the above requirements shall constitute a default by the Resident and entitle Landlord to exercise its rights and remedies hereunder.
5. The Gym and Recreation Room at 1505 East Genesee Street (Commodore Residence) is for tenants of the building ONLY. Landlord does not make any representation/warranty that those services will be available. We reserve the right to close both facilities at any time, including during repairs/maintenance or for any reason. Both rooms are considered complimentary if/when available. Withholding rent if they are closed or not operable is not an option.
6. Intercom System at 1505 East Genesee Street (Commodore Residence) can be temperamental and be out of service at any time. Tenants must MEET any third party delivery service, including food delivery, at the Lobby. This will avoid any solicitation and/or canvassing of any kind. This is critical for the security of our residents.
7. Residents shall not hang or erect anything on or about the interior or exterior of the Premises, nor place nails, hooks, etc. on interior or exterior walls or ceilings of the Premises without the prior consent of Landlord. Residents are encouraged to use good taste when decorating. Posters should be secured to walls using push pins or thumb tacks.  

Seek assistance from the University Hill Apartments maintenance staff if you have any questions. All interior and exterior doors of the Premises shall remain free of nails, stickers, or any other additions to the original surface. To avoid marring the facilities, no posters or flyers are to be posted on exterior building walls, windows, or doors, or generally visible from the outside.
8. Resident will be responsible for all snow and ice removal, inclusive of their parking space, walkway, driveway, garage area, and vehicle. Resident understands that during extreme weather snow removal may take time and residue will persist. As a courtesy, the Landlord may assist if snow conditions are unbearable. Resident agrees to use extreme caution and safety when walking the premises while there is ice, snow, or other dangerous weather conditions. Landlord will not be held responsible for any snow related injuries.



9. All radios, televisions, stereo equipment or any other appliances or items which generate noise or sound, shall be turned down to a level that does not annoy or interfere with the quiet enjoyment of the other Residents and cannot be used on balconies.
10. Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. If they are obstructed Landlord has the right to remove any belongings from common areas and/or fine Residents up to \$100 per occurrence. Bicycles may be parked or stored only in the areas provided for bicycle parking. Bicycles may not be chained to any exterior railings, trees, light poles, or any other structure. Bicycles may be removed from such areas by Landlord and a \$25.00 removal fee will be charged to the owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.
11. Residents will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.
12. If Resident is of the legal age, the decision to drink and how much, is a personal one. Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances. Without exception, the consumption of alcohol and/or the presence of any open container of alcohol shall be permitted at University Hill Apartments only in individual Resident Units. Residents are expected to abide by all laws instituted by local authorities. Underage drinking is a violation of these laws and therefore a violation of the lease.
13. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that Resident removes or damages the window screen a charge of \$25.00 will be imposed for each offense, and payment must be made within ten (10) days from date Resident receives notice of the charge. If there is damage or loss of a screen these fees will be imposed in addition to the fee. Any Resident throwing anything, placing or hanging anything, out of their balcony will be in default under this Lease.
14. For safety reasons no storage or use of barbecue grills in or on any building, walkway, stairway or balcony. Grills found on the premises will be disposed of by Landlord.
15. All trash and refuse from Resident's Unit should be placed in garbage bins provided by Landlord and not left in the Premises or in any of the common areas, hallways, or similar places at University Hill Apartments. Residents should deposit items to be recycled in the appropriately designated recycle receptacles when available. A \$25.00 Service Charge will be immediately due and payable by Resident(s) for any pet waste or refuse which is left outside Residents' unit, placed in non-dumpster receptacles, or left elsewhere on the Premises. At move out, trash left in the apartment will also be billed at the cost of \$25 per bag.
16. It is the responsibility of the Resident to clean and maintain her/his Unit in a sanitary and safe condition.
17. Parking double, in fire lanes, in staff spaces, on grass or spaces assigned to other Residents will result in the vehicle being ticketed or towed at vehicle owner's expense. Landlord is not responsible for damage that may occur during towing. Vehicle reconditioning, repair, maintenance (including changing of oil or changing tires) is not permitted on site. Vehicles deemed inoperable or in disrepair by Landlord, may be removed at owner's cost if one day's written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle.
18. Locks may not be altered, changed or added by Residents under any circumstances. Tampering with the thermostat lockboxes in any manner will result in a monthly surcharge of \$100 per tenant for the lease term. Keys are also the property of Landlord and must be returned to Landlord at the end of Resident's occupancy. Duplication of keys is prohibited. Charges of \$10.00 per key will be made for each key that is damaged or lost. Charges of up to \$250.00 will be made to re-key the entire apartment due to a lost key, depending upon the number of locksets. Landlord may, from time to time and without prior notice, change locks on an apartment for security purposes. Residents will be instructed to exchange keys at the leasing office. In the event of any missing apartment keys, the responsible Resident shall pay for the lock change of the entire apartment. If a Resident locks themselves out of their unit and calls on Management to unlock it for them there will be a per occurrence charge of \$20 during business hours and \$50 after business hours.
19. Residents will be held responsible for furniture to be returned to its original position prior to checkout. No furniture may leave the premises at any time. If resident damages furniture they are responsible for full replacement cost.
20. The use, sale, or distribution of illicit drugs will not be tolerated. Residents or guests caught using or soliciting drugs will be turned over to the appropriate criminal or university authorities. Residents or guests caught or suspected of using

drugs will face disciplinary action including the possibility of eviction. Contraband inspection services can be conducted on an unannounced basis. Communal areas and individual may be subject to inspection.

- 21. Laundry facilities are for Residents’ use only. Landlord will endeavor to maintain a satisfactory number of functional laundry machines, but will not be expected to compensate resident for any down time.

At Landlord’s discretion, Landlord may impose a fine of not more than \$100 per person, unless a greater amount is specified herein, per occurrence for any violation of these Rules and Regulations, except as to lesser fine amounts specifically set forth above. Any violation of these Rules and Regulations also constitutes a default under the lease agreements and shall entitle the Landlord to pursue all remedies available to Landlord pursuant to said lease. Landlord’s determination of a violation shall be final.

Residents acknowledges that he/she has read these Rules and Regulations prior to executing the lease agreement and Resident agrees to abide by these Rules and Regulations during the term of their lease. Resident also acknowledges that Landlord expressly reserves the right to promulgate additional Rules and Regulations applicable to University Hill Apartments and to amend or modify any Rules or Regulations contained herein from time to time as Landlord determines to be appropriate.

**Terms.** The terms Landlord, Lessor, and Owner as used herein shall each mean “Landlord” as defined herein. The terms Resident and Lessee as used herein shall each mean “Resident” as defined herein. The terms Unit and Apartment as used herein shall each mean “Unit” as defined herein. Resident acknowledges that he/she has reviewed and is in full agreement with all 10 pages of this Lease Agreement by signing below.

<b>Resident Name #1 (Printed)</b>	<b>Resident Signature #1</b>	<b>Date</b>
<b>Resident Name #2 (Printed)</b>	<b>Resident Signature #2</b>	<b>Date</b>
<b>Resident Name #3 (Printed)</b>	<b>Resident Signature #3</b>	<b>Date</b>
<b>Resident Name #4 (Printed)</b>	<b>Resident Signature #4</b>	<b>Date</b>
<b>Resident Name #5 (Printed)</b>	<b>Resident Signature #5</b>	<b>Date</b>
<b>Resident Name #6 (Printed)</b>	<b>Resident Signature #6</b>	<b>Date</b>

\_\_\_\_\_  
**Management Signature**                      **Date**