

PPM HOMES

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LEASE AGREEMENT 2011-12

NAMES	EMAIL ADDRESS
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

PPM Homes, Landlord, hereby leases the apartment No. _____ located at _____, Ithaca, NY to the above named tenants

for a term of _____ months minus six days total at the beginning and/or the end of the lease, commencing at 12 noon on _____, 2011, and ending at 12 noon on _____, 2012. It is understood that the tenant(s) will be responsible for paying the full first month's rent in spite of the six days dedicated for purposes of apartment cleaning and maintenance prior to new tenant(s) entering the premises; It is understood by the tenant(s) to this agreement that this 6-day period permits Landlord to provide incoming tenants with a "broom clean" apartment, as further provided for below.

This lease shall remain in force until the end of the term specified unless sooner terminated by Landlord as set forth in this Lease Agreement.

The premises shall be used by a maximum of _____ persons, and no additional persons beyond those so specified shall occupy said premises. The tenants agree to hold the Landlord and his Agents harmless in the event the Landlord or Agent is prosecuted by said City or Town for a violation of maximum occupancy restrictions by reason of the conduct of the tenants.

Subletting: Tenants must obtain Landlord's permission in writing in order to sublet the apartment. The tenants named in this lease are responsible for this apartment from the first day of this lease, and remain responsible for all terms of the lease when subletting, including any damages or legal liability for the actions of the subletters.

Landlord does not normally re-inspect apartments for damages after subletters move out. For a fee, Landlord may agree to help assess the cost of damages in order to assist tenant in billing subletters. The security deposit is not refunded until the end of the Lease term.

The tenants named on this lease jointly and severally agree to the following lease terms:

PAYMENT OF RENT / SECURITY DEPOSIT

1. Rent for the full term of the lease is \$ _____, payable in monthly installments of \$ _____, except as noted at (3), (4), and (5).

Rent is due on the first day of every month, in advance, except as noted elsewhere in this lease.

Please make rent checks payable to: PPM Homes and mail them to the address on the front of this lease agreement. (Indicate your street number and apartment number on your check.)

2. A late charge of \$15.00 per tenant is charged for any rent not received by the fifth day of the month, and an additional \$25.00 per tenant is charged for any rent not received by the twentieth of the month. Any rent payments more than one month overdue are subject to additional late fees of \$1.00 per day or 3% per month, whichever is more, and will be owed as "Added Rent", provided for by paragraph "19" herein. These fees also apply to late payment of the last month's rent, which is due before the lease starts, as noted in Clause #4 of this lease.

Landlord MAY but is NOT REQUIRED to give tenant notice that rent is late; and, Landlord MAY but is NOT REQUIRED to give tenant notice that a late charge has been imposed. However, upon receipt of any written notice to the tenant that any late fees, service charges or other penalties incurred by tenant according to the terms of this lease have been imposed, the same should be paid to Landlord as "Added Rent", provided for by paragraph "19" herein. In addition to any possible late fees that may apply, a service charge of \$25.00 per check will be made for any bad checks.

3. A **security and damage deposit** equal to one month's rent is due when the lease is signed in the amount of \$ _____. This deposit shall be refunded within 30 days of the end of the lease term.

NOTE: SECURITY DEPOSIT CANNOT BE USED AS PAYMENT OF RENT. THIS DEPOSIT IS BEING HELD AT: Alternatives Federal Credit Union, Ithaca, NY

TENANT AGREES THAT THIS SECURITY DEPOSIT MAY NOT BE APPLIED BY THE TENANT AS RENT, AND THAT THE FULL MONTHLY RENT WILL BE PAID ON OR BEFORE THE RENT DUE DATE OF EVERY MONTH (except the last month's rent, as stipulated to by paragraph "4" herein).

AT ALL TIMES, LANDLORD IS ENTITLED TO HAVE THE FULL AMOUNT OF THE SECURITY DEPOSIT STATED IN THIS LEASE. IF NECESSARY, TENANT MAY BE EXPECTED TO PAY ADDITIONAL FUNDS FOR DAMAGES THAT OCCUR DURING THE TERM OF THE LEASE.

Return of the Security Deposit, after the full term of the lease has expired, is Subject to the Following Provisions:

- A. Forwarding address has been left in writing with Landlord; tenant is at their own risk for any delay and /or failure to receive any return of security deposit due to their failure to leave a forwarding address.
- B. No damage to property, appliances and furnishings beyond reasonable wear and tear.
- C. Entire apartment, including range, refrigerator, bathroom, closets, and cabinets are clean. All paper and debris are removed. A minimum charge of \$40.00 will be made should the apartment/house, appliances and/or furnishings require cleaning by Landlord at the end of the lease term. The cleaning charge will be deducted from the Security Deposit.
- D. No stickers, scratches or holes on walls. (Small nail holes permitted.)
- E. No delinquent rents or unpaid charges under the lease agreement.
- F. All keys returned. Tenant is liable for the cost of replacing locks (\$45.00 per lock) if all keys are not returned. A minimum of \$30.00 will be deducted from the security deposit for each key issued and not returned at the end of the lease.
- G. All furniture returned to same location as at start of lease.

If any of the above conditions are not complied with, the applicable fine or cost of labor and materials will be charged. The security deposit is returned by check mailed to forwarding addresses as provided by tenant(s). This is done within thirty (30) days after the tenant vacates the premises and delivers the keys to the landlord at the end of the term of the lease.

The checks are addressed separately to all persons who signed the lease, regardless of whose money was deposited, unless all tenants sign written directions otherwise. Landlord agrees that, subject to the conditions listed above, the security deposit will be returned in full, with interest. Interest will be paid only on the portion of the security deposit that is not used to cover charges owed by the tenant under the terms of this lease.

4. The second advance payment made by tenants is for last month's rent, for the month of _____, 2012. This payment is due within _____ days after signing lease, by _____, in the amount of \$ _____. **This advance payment can be applied ONLY to the last month's rent of this lease.**

5. The third payment of \$ _____ is for the first month's rent. It is due and payable on or before the first day of this lease.

6. The apartment will be provided in no less than "broom clean" condition by the Landlord at the beginning of this lease; and at any rate, the Apartment is rented in present condition, "AS IS". Tenant understands that Landlord does not automatically repaint walls or replace carpeting every time an apartment changes possession. Tenant agrees he/she has inspected the apartment/house and finds it satisfactory; **upon first moving in, a tenant "move in report" form will be provided to Tenant in order to note to the landlord any conditions which may need attention. The first tenant entering the apartment is expected to use this form to report any unsatisfactory conditions pursuant to the terms of this lease, and return it to the PPM Homes office within 5 days after arrival.** Failure to note such conditions may result in security deposit forfeiture if PPM Homes and / or Landlord have reason to believe damages were incurred by tenant(s).

UTILITIES / TRASH TAGS / OTHER ADDED FEES / TERMINATION

7. Responsibility for paying utilities will be as follows:

	To be paid by:	
	Landlord	Tenant
Cooking gas	_____	_____
All Electric	_____	_____
Heat	_____	_____
Hot water	_____	_____
Water / Sewer	_____	_____
Internet service	_____	_____

Cable television and telephone are to be arranged for and paid by tenant directly with the providers of these services.

If landlord provides internet service it may or may not be wireless. Please note that your service is shared by other apartments and is not secure. We use passwords for wireless internet (if wireless internet is provided) to prevent access by people in neighboring buildings, but some residents of your building will be sharing the same internet service.

If tenant pays for utilities to NYSEG (New York State Electric & Gas Corp.) it is tenant's responsibility to arrange for service to be put in tenant's own name and turned on before lease begins. (1-800-572-1111) Failure to place bill in tenants name could result in sudden termination of service without notice.

If tenant is reimbursing Landlord for any utility bill, the procedure is as follows:

- a) Landlord will mail a copy of each utility bill.
- b) Tenant will reimburse to Landlord the net amount as stated in Lease, and will be owed as "Added Rent", provided for by paragraph "19" herein.
- c) In addition to any other penalties provided in this

lease, an additional penalty may be charged for any utility not received on the 1st day of the month following notice to Tenant(s) of said charge.

8. If tenant controls the heating thermostat, tenant is required to maintain adequate heat in winter to prevent pipes from freezing, and to maintain a thermostat setting of at least 55 degrees to prevent damage during vacation periods. Any problem with heat must be reported immediately to the Landlord.

Unvented heaters, kerosene heaters, and some other types of space heaters are illegal in the City of Ithaca and are prohibited in this building. Candles, kerosene lamps and torches of any kind are also banned, due to the fire hazard and the soiling of surfaces by soot.

If Landlord pays for heat, tenant must follow these rules:

- Keep windows, doors and storm windows (the outer windows) closed **at all times** during the heating season.
- If your apartment has a thermostat, it should be set no higher than 70 degrees F. Higher thermostat settings will be allowed only with written permission of the landlord.

Violations of any of the above rules will result in a \$40.00 charge for each violation, plus the estimated cost of excessive fuel consumption.

If Landlord pays for electric service, tenants may not use electric space heaters to supplement the heat, air conditioners, or any lighting fixtures that exceed 120 watts. This includes many halogen "torch" lamps that range from 300 to 500 watts and are a fire hazard due to extremely high operating temperatures. Violation of this clause is subject to a \$100 charge plus the cost of electricity used.

9. Major appliances (air conditioner, washer, dryer, refrigerator, etc.) not provided by Landlord may not be used without prior written consent of Landlord. Violation of this provision will incur a fine of \$100.00 per month for each month of the violation. If Landlord pays for electric, tenants would be charged for that cost in addition to the above penalty.

10. Landlord will ensure that all lights have working bulbs and/or tubes at start of lease. Tenant is responsible for replacing bulbs and tubes during the term of the lease (Landlord is available to help with difficult fixtures.) Our apartments are generally equipped with energy-efficient light bulbs. Any low wattage bulbs provided by landlord at the start of lease should be replaced (if they burn out during the course of the lease) by tenant with bulbs of equal quality.

11. Tenant agrees to maintain the apartment/house in a neat and clean

condition during the term of the lease. This includes removal of trash and recyclables, and keeping floors free of clutter and odors. If this covenant is breached, Landlord may give tenant a three-day notice to completely clean the apartment. If tenant fails to do so, Landlord may enter premises, clean same and charge tenant for cleaning (minimum cleaning fee of \$40.00).

12. TENANTS ARE RESPONSIBLE FOR PURCHASING AND USING TRASH TAGS. Tenants agree to store garbage in closed bags or containers in an area designated by the landlord and are responsible for moving it to the curb in time for removal each week, and for returning containers promptly to the garbage area after pickup. Tenants are further responsible for any arrangements or charges necessary for disposal of their trash, including the purchase of trash tags. By Ithaca City Code, trash containers may not be stored during the week within view of any sidewalk or street (must be kept behind house)

Tenants agree to abide by local regulations for recycling refuse and waste materials. Tenants shall be responsible for paying any fines arising from failure to recycle glass, cans, paper, and other materials as required by law, or for leaving trash or recyclables out on the wrong day.

Please note that the **City of Ithaca collects trash every week, but only collects recyclables EVERY OTHER WEEK. You can be ticketed for recycling on the wrong week** (for more information on recycling, see: <http://www.recycletompkins.org/>).

Tenant agrees to pay the Tompkins County Annual Solid Waste Fee of approximately \$56 per apartment unit per year, for recycling collection and other services.

If Tenant fails to promptly dispose of any trash or recyclables, Landlord may decide to clean up tenant's trash, in order to preserve the health and aesthetic quality of the neighborhood. If Landlord cleans up Tenant's trash or recyclables, tenant agrees to pay Landlord a minimum fee of \$40.00 **PLUS** the cost for cleaning up and disposing of trash or recyclables.

13. Pets of any kind are not permitted in the apartment or building at any time without the written permission of the landlord. Animals found in the apartment in violation of this rule will be removed. A minimum charge of \$300.00 will be charged for any violation of this covenant.

14. Tenants agree to keep hallways, sidewalks and grounds neat in the vicinity of their apartment, and like other good citizens and good neighbors, to pick up litter even if it is not theirs. Cigarette butts are litter and may not be left on the ground. Tenants shall not go out upon roofs of the building. Waterbeds are prohibited. Any furniture outdoors must be designed for outdoor use and approved by the Landlord.

Sofas are not permitted on porches.

15. **The Landlord may terminate this lease agreement for tenant's violation of lease terms.** For example:

- Tenant's non-payment of rent or utility charges
- Habitual late payment of rent or utility charges
- Illegal behavior or failure to properly maintain premises

Tenants would be given at least three days notice in writing to quit and vacate the premises. If tenants fail to move out within 3 days, Landlord could initiate an eviction process which would involve a court hearing. That the violation of any of the conditions of this agreement shall be sufficient cause for eviction from said premises or other legal action, tenants agree to pay all costs of such action, including such reasonable attorney's fees as may be fixed by the court, and will be owed as "Added Rent", provided for by paragraph "19" herein.

16. Tenants will pay for all damages to premises, appliances and furnishings caused by himself, his guests or others not under the Landlord's control. This includes any damages caused by visitors to the property.

17. If tenant locks herself/himself out of apartment, there is a \$30.00 fee for Landlord or his manager to open the dwelling after office hours, payable at the time of opening. Tenant may borrow a key from landlord with no charge during office hours, Monday - Friday, 9:00 AM - 4:30 PM.

18. Tenant MAY NOT change locks on doors or install additional locks. If tenant requests a change of locks, Landlord will arrange for same, with the cost thereof to be paid by tenant. Fees to replace lost keys during the term of the lease will incur a \$10.00 charge per key, and may subject tenant(s) to additional fees at the conclusion of the lease pursuant to the "Security Deposit" provisions in paragraph "3" herein.

19. "Added Rent": Charges for late payment of rent, utilities, solid waste fees, damages, bad check charges, legal fees (as defined in paragraph "20" below), utility reimbursements due to landlord or agent, PPM Homes, garbage, recycling fines or fees, repairs, and /or any other additional fees incurred by tenant(s) pursuant to any provision of this lease, due to tenant negligence, misconduct, or otherwise, shall be deemed to be additional rent to be paid by Tenant(s) to PPM Homes and / or Landlord on the 1st day of the month following notice to Tenant(s) of such additional assessments or expenditures.

20. "Attorney's Costs": PPM Homes, and / or Landlord, may recover from Tenant on terminating this Lease and /or Tenant's remaining tenancy for Tenant's breach, all damages proximately resulting from the breach, including the cost of recovering the premises, back rental payments, and the worth of the balance of this Lease of the premises for the remainder of the Lease term, or other amount as determined by the Court. Any court action brought by Landlord against tenant(s) to enforce the provisions herein, attorney's fees and costs may be awarded Landlord, subject to the

provisions of NY RPL § 234. The tenant acknowledges that PPM Homes and / or Landlord may deduct from Tenant's security deposit a sum equal to any damages or expenses described above upon providing to the Tenant an accurate accounting of such damages or expenses actually incurred from PPM Homes and / or the Landlord.

PPM Home's Other Rights, Obligations, and Disclaimers

21. **Furniture provided by Landlord:** A sofa set, dining table with chairs. Bedrooms will be furnished with beds (double or single), a desk, desk chair and dresser. Any additional furniture must be agreed to and noted below at the time lease is signed: Furniture provided by the landlord may not be moved to another apartment or used outside of apartment/house (on porches, in yards, etc.) Tenants must arrange with Landlord for removal and storage of unwanted furnishings. Furniture provided by landlord must be returned to rooms where it was located at start of lease term or a charge for moving same will be deducted from tenant's security deposit.

Additional Furniture Provided: _____

22. Prior approval must be obtained from Landlord for painting walls or furniture or for making permanent improvements (such as built-in bookcases, loft beds, etc.). A list of approved paint colors is available from PPM Homes upon request of tenant(s). Tenant is liable for damages to walls and surfaces marred by plant hangers, nails, tacks, pins or tape other than small nail holes.

23. Window blinds or shades are generally provided in working order for bedrooms and bathrooms, but are not maintained during the term of the lease. Additional blinds and shades left behind by previous tenants are not the responsibility of Landlord.

24. The landlord agrees to maintain the basic mechanical systems of the building--electrical, plumbing and heating. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, etc. will either be in working order or will be repaired after tenant has notified landlord.

25. Landlord shall not be liable for any loss or damage to tenants property by fire, theft, water or rain or other causes unless due to Landlord's negligence. Landlord does not provide any insurance coverage on tenant's personal property. It is suggested that tenant purchase a Tenant's Home Insurance Policy.

26. In the unlikely event that Landlord is unable to deliver the apartment/house for occupancy at the beginning of the lease term for any

reason, he shall not be held liable for providing alternate housing, and rent shall not be owed until the apartment is available for occupancy.

TENANT OBLIGATIONS, DUTIES, AND RIGHTS

27. To the extent not prohibited by any other law, any tenant(s) who intentionally, negligently, or by any means causes the house / apartment, or any adjacent parcels, to be infested or otherwise affected by any bugs, roaches, bedbugs, insects, vermin, rodents or other pest will be subject to all actual and reasonable costs and damages incurred by PPM Homes and / or Landlord in correcting said infestation.

28. Tenants should periodically check all smoke detectors to ensure that they are functioning. Non working or unusual alarms from detectors should be reported to the Landlord immediately. Failure to report a bad smoke detector or intentionally disabling the smoke detector is subject to a \$50.00 charge per occurrence. Additional violations of this clause will incur a charge of \$100.00, and will be owed as "Added Rent", provided for by paragraph "19" herein.

29. The landlord respects the tenants' right to privacy and protection. Whenever possible, advance notice will be given before entering these premises for the purposes of maintenance, repair, and showing it to a prospective tenant or buyer. This notice may be provided via email or phone, at Landlord's discretion, unless tenant has requested in writing to be notified in one of those ways. To facilitate this, all tenants must notify Landlord of any changes in their email address and telephone numbers.

In urgent situations (visible fire or smoke, sound of alarm, obvious odor of gas, plumbing or electrical problems, windows left open during the heating season, etc.,) the apartment may be entered without notice or delay and perhaps without notifying the tenants.

30. If lease is executed by more than one person as tenants, all persons named shall be bound to the lease terms collectively and individually. This means that each person on the lease could be held fully responsible for any term of this lease.

31. The apartment shall be used as living quarters only for the above named tenants. A charge of \$200.00 monthly will be made for each additional tenant not provided for by this lease or any renewal lease who occupies the premises for more than five days per month. Payment of this penalty by the tenant does not imply that permission has been granted for the additional person.

32. Inappropriate materials such as grease, oil, coffee grounds, fibrous materials, paper towels, hair or tampons must NOT be flushed down toilets or drains. This is true even if the product package states that it is acceptable for household plumbing. (Don't believe it!) Tenant is

responsible for blockage to sewage or drain pipes, and any damages and repair costs caused by overflow from same. Such repair costs often exceed several hundred dollars.

33. Tenant is responsible for the full term of this lease. If tenant moves out before expiration of lease and landlord or manager re-rents the apartment, it is the responsibility of the tenant to pay one month's rent for this service, in addition to any rent due that is not covered by the new tenant. If Landlord is unable to find a replacement tenant, the tenant remains responsible for all rent payments until the end of the lease.

34. Tenants should inform the landlord immediately should problems arise with plumbing, appliances, etc. Failure to report a problem quickly may result in high water bills, serious damage, or health endangerment. Should such conditions arise due to the tenant's failure to notify the landlord, the tenants are liable and are required to pay for excessive water bills, property damage or other costs to correct the problem.

35. **Moving people and /or items into the apartment prior to the start of this lease is prohibited.** If you require a place to store items prior to the start of the lease, you may request to enter into a separate "pre-possession agreement" with PPM Homes.

36. At the end of the lease, any property left behind for more than five days will be deemed abandoned and the landlord will not be responsible for it. Moreover, Storage of items in any basement or porch area is at tenant's risk. It may be subject to damage from rain, ground water or other moisture.

37. Tenant is responsible for damage from wind, rain, snow, or freezing temperatures caused by leaving windows or doors open.

38. Tenants agree to respect the rights of their neighbors both in the home and in surrounding homes, so that everyone's right to peace, quiet, and safety are protected. It is required that between the hours of 11:00 pm and 7:00 am, sounds from stereos, TV, general socializing and living be kept at very low levels. In the summer, when windows are open, simply talking outside at night could wake up neighbors who are trying to sleep.

39. Parking, where available, must be arranged for separately with Landlord. Unauthorized or incorrectly parked vehicles will be ticketed and towed at the car owner's expense. No parking is allowed on the grass or between the sidewalk and the apartment building. Any damage to lawns will be the responsibility of tenants. Some driveways are very steep due to the angle of incline coming off the street, making them impassible for vehicles with low clearance. Tenants have inspected their driveway and are aware of any difficult conditions such as steepness or potholes.

Acknowledgements, Signatures

40. This is the entire agreement between the parties; there are no representations or agreements other than the Security Deposit Agreement noted below. Changes in this lease are effective only if in writing and signed by both parties. Tenant agrees Landlord may correct typographical and clerical errors in this Lease Agreement. A copy of the corrected agreement will be provided to tenant.

41. If any term in this lease is found to be null and void, it shall not affect the validity of any other term in this lease. Tenant agrees that he or she has had ample opportunity to read this lease, understands its provisions, believes them to be fair and reasonable, and agrees to comply with each such provision.

This lease agreement for _____, Ithaca,
New York is hereby entered into and agreed to on the _____ day of
_____, 2011.

Landlord / Manager _____

Tenant (sign)

Tenant (print name)

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Payment received:

Check #

Name

Amount
