

Rental Company One, Inc.
179 River Street
Oneonta, NY 13820
607-431-9525
www.RentalCompanyOne.com
RentalCompanyOne@yahoo.com

Rent Checks are payable to:
RCO, Inc. Escrow Acct

Security Deposit Checks are payable to:
RCO Security Deposit Escrow Acct

TERMS AND CONDITIONS OF LEASE AGREEMENT

- 1. Use:** Only the persons signing this Lease may live at the Premises. There will be additional rent owed if additional persons are allowed to occupy the Premises. Tenant will keep the Premises clean and in good repair. Tenant is responsible for the cost of repair to the Premises when the need to repair or clean has resulted from the action or negligence of the Tenant or guests of the Tenant. Tenant is not permitted to occupy past the ending term of the lease. Tenant will pay additional rent of \$100 per day for each day the Tenant occupies the premises, or their belongings are left in the apartment, beyond the term of their lease.
- 2. Landlords Right To Enter:** Landlord may at reasonable times enter the Premises to examine, to make repairs, and to show it to prospective tenants or buyers. Tenant must provide Landlord with their cell phone number and parent's cell phone number.
- 3. All notices must be in writing.** Any notice of repairs must be e-mailed to Landlord at: RentalCompanyOne@yahoo.com
- 4. Representations:** Any promises are in writing in this Lease, there are no others. Lease may only be changed by agreement in writing. Tenants are encouraged to visit their apartment by July 25th of the rental year if they are not living there for the summer. The outcome of any requests for cleaning, painting, flooring, and renovations not agreed upon in writing at the lease signing will be at the sole discretion of the Landlord, but must be made prior to July 25th.
- 5. Garbage:** All garbage must be disposed of in plastic garbage bags and placed in the appropriate bins located outside the house. If garbage is improperly disposed of, the Landlord will charge the Tenants \$50 per pick up; said amount due and payable the day the garbage is picked up. Landlord will charge Tenant for removal of anything other than household garbage. For example, items that you could be charged for the removal of are, but not limited to: tires, air conditioners, furniture, mattresses, unregistered vehicles, etc.
- 6. Cleaning:** Tenant must keep the Premises in clean sanitary condition. If Tenant fails to keep the Premises clean during the term of this Lease, Landlord may clean the Premises and charge the Tenant. Tenant must return the Premises in clean condition. Tenant must repair and paint walls if walls have been painted or damaged. Landlord will deduct unpaid charges for cleaning, painting and repairs from the Security Deposit.
- 7. Possession:** Landlord will give Tenant possession of Premises the date the Term begins. Landlord shall not be liable for failure to give possession for any reason that make it uninhabitable, such as fire or damage to the Premises, etc. Rent shall begin when Landlord is able to give possession. Tenant will pay all court costs, attorney fees, and legal or collection fees Landlord incurs in the collection of late rents or enforcing this agreement. If any individual tenant needs to move in prior to the start of the lease (early), permission from all tenants may be required by Rental Company One, Inc. in writing. If anyone moves in early, the apartment will not be able to be cleaned, but will need to be returned clean at the end of the lease. Move in early requests will be at the Landlord's and/or Rental Company One, Inc.'s sole desecration.
- 8. Sublets:** Tenant may sublet the Premises. Tenant must notify Landlord in writing of any subletter's name and addresses. At landlord's option, any or all Tenants may be required to agree in writing to any subletters occupying the premises. Landlord will not clean the apartment after Subletter vacates the Premises. If Tenant wants to have a subletter or needs to be replaced on the lease, there will be a \$50 charge. Subletter is required to pay their own security deposit. Tenant will remain financially responsible to the Landlord if subletter does not meet financial obligations. Subletter is responsible to the Tenant and the Tenant is responsible to the Landlord for rent payments. The original tenant's security deposit will be returned within 14 days of end of the lease as long as the subletter has met the financial obligations outlined in the lease.
- 9. Liability:** Landlord is not liable for any loss, expense, or damage to any person or property at the Premises. Tenant will notify Landlord in writing of any defect or dangerous condition that exists at the Premises by email to Rental Company One.
- 10. Tenant's Defaults and Landlord's Remedies:** Landlord may give written notice to the Tenant to correct any of the following defaults within 5 days: Failure to pay rent or additional rent on time, improper conduct by Tenant or other occupant of the Premises, keeping a pet at the Premises, and violation of any municipal ordinances at the Premises. If Tenant fails to correct the defaults listed above, Landlord may cancel this Lease by giving the Tenant a written 3 day notice stating the date the Term will end. On that date, the Term and Tenant's rights in this Lease automatically end and the Tenant must vacate the Premises. Tenant continues to be responsible for rent, damages and losses.
- 11. Parking:** No parking is permitted on lawn or blocking driveways. Cars will be towed without notice that violate this policy.
- 12. Painting:** Tenant may not paint the premises without written permission of the Landlord prior to painting. Painting with unapproved colors, graffiti or writing on the walls will result in loss of Security Deposit.

13. Pet Policy: No pets are permitted. This includes, but is not limited to: dogs, cats, monkeys, snakes and ferrets. If Tenant violates this policy for any duration of time, however short, the Landlord will charge additional \$50 per day or part of a day for each pet that is brought into the house, and the pet must be removed from the apartment. This means you may not watch pets for friends or family members for short or long periods of time. Fish are permitted pets.

14. Emergency Calls: Landlord will only take calls at night and weekends for emergencies such as fire, flood, and no heat. All other issues must wait till the next business day. There will be a \$20 charge to unlock any bedroom or apartment doors.

15. Repairs: Landlord will make repairs to the Premises free of charge that are not caused by the negligent or intentional actions of the Tenant or guests. Tenant must notify the Landlord of any existing broken windows during the first 10 days of the Term of this Lease. Landlord will repair these windows at his expense. Tenant will be responsible for the breakage of any windows, regardless of cause, during the remainder of the Term. This includes objects thrown from the outside or inside of the Premises that breaks a window. Tenant will pay Landlord for windows the day of the repair. Tenant must notify the Landlord of any other defects in the apartment immediately upon the beginning of the term of the Lease. Tenant will pay for repairs to any walls, ceilings, doors, plumbing fixtures etc. that are damaged by the Tenant during the term of the Lease regardless of the source of the damage. All Tenants are jointly and severally responsible for the cost of repairs caused by any Tenant, guest, or others. Tenant will pay for these repairs as they are billed so as not to diminish the value of the Security Deposit. Tenants are also responsible for damages to doors, windows, or any other damage from break-ins, burglaries, etc. Door and wall damage is a minimum charge of \$200. Tenant should contact the police and file a report if apartment or bedroom is broken into.

16. Fire or Other Natural Disaster: Tenant must give Landlord notice in case of fire or other damage to the Premises. Landlord will have the right to repair the damage or cancel the Lease. It is recommended that Tenants carry renters insurance.

17. Landlord will equip Premises with smoke alarms and a carbon monoxide detector. Tenant is responsible for keeping batteries in alarms. Tenant must notify Landlord in writing via email if any alarms are missing. Premises will be assumed to be equipped with smoke alarms and a carbon monoxide detector unless Landlord is properly notified.

18. Furniture: Any furniture that may be at the Premises at the beginning of the Lease period is the property of the Landlord. Landlord will not be responsible for the condition, repair or replacement of any furniture at the Premises. Landlord does not provide window treatments including blinds, shades, or curtains. Landlord does not maintain or replace window treatments left by previous tenants. Tenant is responsible for purchase and changing of light bulbs. Tenant is not permitted to store belongings in the Premises prior to the start date of their lease, or after the end date of their lease, without written permission from Rental Company One. Items left in the Premises before or after the Lease period without permission shall be deemed abandoned property, and Landlord may dispose of them without notice. If Tenant stores their belongings in the Premises outside of the term of the lease, Tenant will be required to pay a storage fee. Permission to store items is at the discretion of Landlord.

19. Non-Permitted use of Premises: Tenant may not barbecue or store grills or hibachis on the porch. Porches may only have lawn type furniture. No interior type furniture is permitted on porch. If these items are on the porch, they shall be deemed abandoned property and the Landlord or his agent may dispose of them without notice. Tenant may not sit, stand, or lay on any roof surface. Tenant will immediately forfeit security deposit if found to be using the roof surface. No extension cords are permitted. Power strips with surge protectors are permitted.

20. Parties: The Premises are not to be used for large parties or gatherings with more than 10 people. Beer kegs, drinking game equipment, beer pong tables, etc. are not permitted to be set up in the apartment, on the property, the basement, porches, or lawn. This applies for even short periods. Parties are not permitted on porches. Excessive weight damages porch beams. Violation of this clause will result in eviction.

21. Fraternities & Sororities: No fraternity or sorority activities will be permitted at the Premises. Membership organizational type activities such as sports team meetings, fraternity or sorority meetings, pledge activities etc. will result in eviction. Fraternity and Sorority paraphernalia, such as Greek letters or paddles on the walls, may not be displayed in the house.

22. Common Areas: Tenant agrees that all damages to Common Areas of the building will be billed to all Tenants. Common areas must be kept clean and free of all items. The Tenant must keep all hallways and exits free from obstruction in compliance with City of Oneonta ordinances. It is a fire hazard to block common hallways or exits.

23. Security Deposit: Tenant will pay the Security Deposit in the amount stated in this Lease. If Tenant does not comply with the terms of this Lease, Landlord may use Security Deposit to pay amounts owed by the Tenant, including damages. Unpaid rent may be deducted from the Security Deposit of each Tenant at the end of the Lease period. If Landlord sells the Premises, Landlord will give the Security Deposit to the buyer. In the event of sale of the premises, Tenant will look only to the buyer for the return of the Security Deposit. If total security deposit is not paid by due date, Landlord may at his option cancel this Lease.

24. Return of Security Deposit: If Tenant complies with all of the terms of this Lease, Landlord will return the Security Deposit less any charges or bills not paid. Landlord will send Tenant a form to receive the Security Deposit. Tenant must return this form, keys, and a self addressed stamped envelope for the return of the Security Deposit. The Deposit will be returned within 14 days after the end of the Lease period. Tenant must return all keys at the end of the term. Landlord will charge Tenant \$5 for

each key not returned at end of lease. Landlord may use the Security Deposit of any Tenants that have signed this Lease for damages, cleaning, late charges or delinquent rents.

25. Total Rent Due: All Tenants that sign this Lease are jointly and severally responsible for the total rent owed. The total rent owed will remain the same if less than the required number of people sign this Lease or less people occupy the Premises than have signed the Lease. The amount owed per person will increase accordingly to equal the total rent due, if less people sign the Lease or if less people occupy the Premises, than is required to fill the apartment. Tenant's financial obligations under this Lease do not end for any reason including but not limited to the following: illness, financial difficulties, pandemic, classes being canceled, campus closed, classes being online, college requiring tenant to live on campus, or tenant leaving school. Landlord may use the Security Deposit of any or all Tenants that have signed this lease for unpaid or late rents of any Tenant. In the event that any or all tenants submit in writing that they would like to be released from the lease agreement prior to the start of the term of the lease, the Landlord has the option to either void the lease and keep the security deposits of all tenants or the Landlord can enforce the original terms of the lease.

26. Late Fees: All rents paid more than 5 days past the original due dates will incur a \$25 per month late fee. Total rent owed will increase accordingly if individual Tenants pay rent past due date. Landlord and Rental Company One, Inc. expect rent payments on time according to the payment schedule regardless of external circumstances, for example: college erred on your FAFSA or loan forms, leaving school, parent is out of work, you owe car insurance, etc.

27. Stored Items: Tenant is solely responsible for any items lost or stolen from the Premises during the Lease period. The Tenant has rented the apartment only. The basement, attic or garage is not to be used for parties, storage, or any other reason. The Landlord will remove and discard without notice any items placed in these areas by the Tenant. If equipped with a laundry, basement may be used for that purpose only. Tenant may not store items for any reason past the end of the term of the lease.

28. Municipal Fines: Tenant shall be liable for all municipal fines imposed on the Landlord caused by the Tenant's acts or omissions. If Tenant fails to reimburse Landlord for said fine, the amount of the fine will be deducted from the Security Deposit.

29. Keys and Locks: Tenants shall not replace any of the original locks on the bedroom and/or apartment doors. Keys to your apartment are not to be duplicated and/or given to others who are not on the lease. Hasp locks are not permitted on any doors.

30. Building Construction: There may be no construction of any walls, bars, beds, lofts, etc.

31. Plumbing: Tenant is responsible for plumbing bills due to Tenant's negligence. This includes, but is not limited to: freezing pipes due to lack of heating fuel or open windows, and clogged pipes due to flushed items, i.e., toothbrushes, tampons, etc.

32. Showings: Landlord or agent for Landlord has the right to show the premises to prospective tenants or buyers. Notice will be given to Tenant prior to any potential showings. Showings may occur between 11am-6pm, Monday-Sunday. If Tenant refuses to allow Landlord to show the premises, Landlord may keep the security deposit of all tenants to help cover lost rent.

33. When utilities are included: Tenant shall take efforts to conserve energy. Doors and windows must be closed when apartment is being heated or cooled. Air conditioners may only be running when tenant is present. Space heaters of any type are not permitted. Thermostat must be set at no higher than 70 degrees. Tenants that do not follow these guidelines will be warned and thereafter responsible for the full cost of the utilities for that month (electric and/or gas bills) in addition to their rent.

34. Pursuant to NYS law, we are required to inform you the building has no sprinkler system.

35. Smoking: Smoking is prohibited anywhere within the building. Tenant will be charged any costs to repair smoke damage, odors, or residue. Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and furniture and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted.

36. Tenant acknowledges receipt of a copy of this Lease Agreement. Tenant gives permission to Landlord and management company to send copies of any and all notices prepared by Landlord, management company, debt collector, or attorney, including but not limited to: bills, collection letters, and legal notices to Tenant's home address and to the parents of Tenant. Permission is granted to landlord and/or management company to contact parents regarding any damages.

Address: _____

We the undersigned have read and agree to all 4 pages of the Terms and Conditions of this Lease Agreement.

Signature:	Date:	Signature:	Date:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____