

Brookwood Apartments Rental Agreement

Please fill in this section:

\$300.00 Advance Rental Payment Enclosed with this contract \$_____

\$300.00 Security Deposit Enclosed with this contract \$_____

**No Contract will be processed without both security deposit and advanced rental payments.*

RETURN CONTRACT TO:

Scalise Properties, LLC
c/o Brookwood Apartments
650 West German Street
Herkimer, NY 13350

This Lease is made on the ___ day of _____, 20____, between

Scalise Properties, LLC, and _____ Tenant.

1. LANDLORD: leases and TENANT accepts the following premises for the following term (period of time) and rental, and Landlord and Tenant agree as follows:

2. PREMISES: Known as a room at Brookwood Apartments, 650 West German Street, Herkimer, New York 13350, together with all common areas, in said room that is, kitchen, dining room, sitting room and bath room.

3. USE: The premises shall be used for residential purposes only. Any full time (12 credit hours) Herkimer County Community College (HCCC) students are eligible. Early arrivals and late departures will not be permitted. In the event that a Student does not check in to the office by noon the first day of classes, the Student may lose the assignment and the apartment may be reassigned, unless prior arrangements have been made. In such cases, Students will forfeit the Security Deposit. The Property Manager may reassign any Student to any apartment or room at any time during the term hereof at his or her sole discretion.

4. TERM: Starting on or about September 1, 20 and ending on or about May, 20. It is agreed that the tenant shall vacate the property for the period of the holiday breaks denoted by the college:

Thanksgiving Break (Tuesday at noon to Sunday at noon)

Winter Break (12 noon the day after student's last final to day before Spring classes)

Spring Break (6 pm Friday to noon on the second Sunday)

End of Academic Year (12 noon the day after student's last final)

5. RENTAL: Rent shall be as follows:

\$300.00 Advance Rental Payment. (required for contract to be processed, will be deducted from total cost of rent)

\$300.00 Security Deposit (required for contract to be processed)

Check One:

o A Room in a 2,3, or 4 bedroom apartment shall be \$_____.00 for the school year, to be paid in advance.

o A 1 (one) bedroom apartment shall be \$_____.00 for the school year, to be paid in advance.

6. Payment Schedules: May be discussed with Landlord.

Credit card payments are accepted for rental payments only, not security deposits or advanced rental payment.

7. Payments not received within (10) ten calendar days of the due date will be charged an 8% late fee. In the event that Brookwood Apartments must use legal remedies to collect rent and/or damage payments, all additional legal and collection fees will be the responsibility of the Student, and the Student hereby agrees to pay same as additional rent.

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8. SECURITY DEPOSIT: Tenant herewith deposits with Landlord \$300.00, which shall be held by Landlord as security (a) for performance by Tenant of all terms, covenants, and conditions of this lease and (b) for the return of the leased premises and common areas, and the personal property, if any, therein, in accordance with the terms of the lease. The common areas of the premises shall include all areas of the building and premises accessible to all Tenants equally. Tenant shall be responsible, pro rata, with all other Tenants, for damage to the common areas. Landlord shall not be required to produce proof of the responsible party to assess a claim against each and all Tenants' security deposits for their pro rata share of damage to the common area. All security deposit refunds must be in writing. After July 1' 2009 all deposits will be non-refundable. Any student who vacates their apartment or is dismissed or withdrawals from HCCC prior to the end of this contract, shall forfeit the Security Deposit and are liable for the remainder of rent, both Fall and Spring Semesters.

9. HOLD DEPOSIT: A deposit of _____ is required to hold a room and shall be applied toward the rent.

10. INSPECTION: The Tenant has inspected the premises and accepts same as is and will report any defect within five (5) days after entering on the premises, to the Landlord.

11. OCCUPANCY:

(a) The premises will be occupied only by Tenant(s) who are current full time students. No other or additional persons shall be permitted to reside in the premises unless Landlord shall approve of such additional persons, in writing.

(b) Overnight guests must be registered in the office. Guests and visitors may stay no longer than two (2) nights unless they have prior approval of the management. All students are responsible for the actions/behavior of their guests, and will be held accountable for their actions.

(c) All guests and visitors must carry identification with them and be escorted by their hosts at all times.

(d) No student may have more than 4 guests per apartment at any given time, with a maximum of 6 people per apartment.

UTILITIES: Landlord will pay for all utilities provided there is no unreasonable usage based on past usage.

12. Noise: The student shall observe and respect the rights of other students.

Quiet hours are from:

10:00 P.M. to 8:00 A.M. Sunday thru Thursday and during final exam periods.

Midnight to 8:00 A.M. Friday and Saturday

At no time are loud stereos permitted and they should not be heard outside the unit. Drums, electric guitars, amplified instruments or any other noise that disturbs the peace and quiet of other students are prohibited.

13. LOBBY, HALLS AND SIDEWALKS:

(a) No bicycles, motorbikes, carriages, or similar items of property shall be left in the hallways, passageways, laundry areas or public areas of the interior of the apartment room at any time. All shoes and boots must be kept within the apartment and not in the hallways.

(b) No ball playing or rough housing in the hallways.

(c) No loitering in the hallways.

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14. ALCOHOL AND DRUG POLICY: Beer kegs, beer balls, drugs, loud noise and unruly parties are not permitted on this property at any time; any violation is grounds for an eviction. No underage drinking permitted. There shall be no drugs or drug paraphernalia on the premises or in the apartments or anywhere on the property. Violations of any village, state, or federal laws, or codes, are prohibited. A violation of this policy is considered a breach of the student housing contract. Violation notices and fines may be applied to offenders.

15. INSURANCE:

(a) Building:

1. Fire: To be carried and paid by Landlord.
2. Liability: To be carried and paid by Landlord.

(b) Contents: Tenant to insure their personal property and belongings

Increase in Premium: Tenant will be responsible if by reason of any unlawful activity, Landlord's insurance premium is increased.

Certificate of Insurance: N/A

16. TAXES: Landlord shall pay all taxes assessed on the building and premises.

17. RENOVATIONS OR ALTERATIONS: Tenant will make no alterations, decorations, additions or improvements to the premises without Landlord's prior written consent.

18. REPAIRS: Tenant will at Tenant's own expense pay for all repairs necessary on the premises (except major structural repairs which shall be performed by Landlord) unless the need for said major structural repairs is caused or brought about by the carelessness, negligence or improper conduct of Tenant or any person on the premises with Tenant's permission and consent. All such repairs made necessary by the negligence, carelessness or improper conduct of Tenant or any person on the premises with Tenant's permission and consent, shall be made by Tenant at Tenant's expense.

19. CARE OF PREMISES: Tenant shall take good care of the premises and shall keep the premises broom clean.

20. ANIMALS: No pets shall be allowed, maintained or kept on or in the vicinity of the premises at any time. Any violation will result in a charge of \$100.00 for each pet and each incident. Failure to remove pet upon request may result in further charges, disciplinary action or termination of this Agreement.

21. SNOW REMOVAL: Landlord will plow the parking lot and exterior of the building.

22. PARKING RIGHTS: The parking area shall be shared by all Tenants. However, no guest parking is allowed in the Tenant Only Area. Guests park in "Guest/Visitor Parking Only" area.

23. SIGNS: No signs shall be placed on the premises.

24. KEYS AND LOCKS: Shall be returned to the Landlord at the end of the term. Failure to return keys/locks shall result in a \$50.00 charge plus cost of providing new lock/key(s). Keys shall not be distributed to non-residents of Brookwood Apartments.

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25. LOSS OR DAMAGE: Landlord shall not be liable for damage to property or person from steam, gas, electricity, water, rain, ice or snow which may leak from or flow from any part of the building, or from the appliances or the plumbing works of same or from any latent defect of the building.

26. DISTURBANCES: Loud noise and unruly parties are strictly forbidden.

27. EFFECT OF GOVERNMENTAL REGULATIONS AND OTHER CAUSES: Tenant will comply with all governmental regulations.

28. ACCESS TO PREMISES: Tenant agrees that Landlord and its or his agents and other representatives shall have the right to enter into and upon the leased premises, or any part thereof, at all reasonable hours to show the premises to persons wishing to hire, lease or purchase the same and any such entry shall not constitute an eviction in whole or in part.

29. RE-ENTRY: If the premises, or any part thereof shall be deserted or become vacant during the term, or if any default be made in the payment of rent or any part thereof, or if any default be made in the performance of any of the covenants or conditions herein contained, the Landlord or Landlord's representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom without being liable to prosecution therefore, and Tenant expressly waives the services of any notice in writing of intention to re-enter. In the event Tenant vacates the premises at any time while the rent is due and unpaid, leaving his possessions or some part thereof at the leased premises, Landlord may remove Tenant's possessions from the leased premises and store at the expense of Tenant, all property found within the leased premises.

30. DESTRUCTION: In case of damage by fire or other cause to the building in which the leased premises are located, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall, within a reasonable time, decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire, the Landlord shall repair the damage with reasonable dispatch after notice of damage and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Landlord's control.

31. EMINENT DOMAIN: If the whole or any part of the leased premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the terms of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to Tenant.

32. ASSIGNMENTS AND SUBLETTING: Tenant shall not assign this lease, and Tenant will not let, underlet or sublet the room or rooms and no transfer of this lease or the room or rooms by operation of law, or in any other manner shall be void without Landlord's written consent.

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33. REPRESENTATIONS: Landlord covenants that upon Tenant paying the rent and performing all the covenants herein, Tenant shall and may peaceably and quietly hold and enjoy the premises for the term aforesaid, subject to the terms of this lease and any mortgages upon the premises; upon termination of this lease, Tenant shall quit and surrender to Landlord the premises in good order and condition, ordinary wear and tear excepted.

34. HOLDING OVER: If Tenant remains in possession of the leased premises after the expiration of the term or termination as a student, unless Landlord and Tenant enter into another written agreement, Tenant's possession shall be a month to month Tenant only and in no event from year to year or term to term.

35. SUBORDINATION: This lease is and shall be subject and subordinate to any mortgage now existing or which may be placed by Landlord on any part of Landlord's premises of which Tenant's room is a part, or on any other buildings which are a part of the group of buildings in which the building occupied by Tenant's is located. Tenant will sign any document which Landlord or any mortgagee of Landlord shall deem necessary to affirm or further effectuate such subordination.

36. EXISTING LEASES: Landlord shall not be liable for failure to give possession of the premises upon the commencement date of the lease by reason of the fact that the premises are not ready for occupancy or because a prior tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. Rent shall not commence until possession is given or is available, but the term herein shall not be extended.

37. DEFAULT - REMEDIES: In the event of Tenant's default in the performance of any of Tenant's obligation in this lease, Landlord may take from the amount of the security deposit, such amount as is necessary to offset (and which reasonably equals) the actual loss or damage suffered by Landlord, except in the case of common area damage, in which case Landlord may assess each Tenant his pro rata share of damage to the common area. In the event Tenant vacates the premises prior to the termination of the lease, for any reason, it is agreed that the security deposit shall immediately become due and payable to Landlord as liquidated, stipulated, and agreed-upon damages for the Landlord, to compensate Landlord for permitting Tenant to terminate the lease in advance of the normal and agreed-upon termination date set forth herein. It is agreed that the liquidated, stipulated, and agreed-upon damages shall include any necessary cleaning, required repairs to the room, painting of the room, painting or repairing common areas, disruption to the common areas, and other Tenants of the building as a result of moving, wear and tear, and unforeseen expenses to Landlord. Landlord's taking of all or any part of the security deposit shall not operate to release Tenant from liability for the payment of rent, until the expiration of the Lease, if Landlord is unable to rent the premises.

38. REPRESENTATIVE CAPACITY: This lease shall be binding upon the heirs and assigns and successors of the parties hereto.

39. WAIVER: Failure to take immediate action against the Tenant for a default or violation shall not be deemed to be a waiver of any other default or violation.

40. NOTICES: All notices shall be given to the Landlord at the address shown above and to the Tenant at the leased premises.

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41. NEW YORK LAW TO GOVERN: This lease shall be interpreted under the Laws of the State of New York and any legal proceeding brought to interpret or enforce any of the terms or conditions of this lease shall be brought in an appropriate Court in the State of New York. In the event any legal proceedings are brought by any of the parties hereto in connection with any of the terms of this lease, the right to have any issues litigated by jury trial is waived. Venue and personal jurisdiction shall be placed in Herkimer County, binding on all Tenants and Co-signers

42. MISCELLANEOUS PROVISIONS: Tenant agrees to obey the Rules and Regulations set forth on a statement signed by Tenant with this Lease, together with any other reasonable Rules and Regulations which Landlord shall consider necessary in the management and operation of the Landlord's premises. Tenant acknowledges and agrees that the Rules and Regulations are a part of the Lease and binding upon Tenant in the same manner. Rules and Regulations are subject to periodic change in the sole discretion of the Landlord, which shall be binding on the Student upon publication and without further notice. The Landlord has the right to terminate this Agreement at any time for any violation of its rules and regulations.

43. ATTORNEY'S FEES: Tenant agrees to pay all Court costs and reasonable attorneys fees incurred by Landlord in enforcing by legal action or otherwise any of Landlord's rights under this lease same shall be as additional rent.

44. MODIFICATION - ORAL: This lease cannot be modified orally.

PARTIAL INVALIDITY: The invalidity or unenforceability of any provision of this lease shall in no way effect the validity or enforceability of any other provision hereof.

45. APARTMENT ASSIGNMENTS: The Property Manager has the authority to reassign Students another apartment and to consolidate apartments at his or her sole discretion. Returning students have a right to the apartment of their choice, provided a signed Agreement and Security Deposit has been received on or before the Friday following the return from Spring Break recess. All apartment requests are granted on a first come, first served basis. Returning students will lose their priority after that Friday. Final decisions are made by the Property Manager.

Additional Rules and Regulations:

1. Mirrors and pictures may be hung by hangers of a push pin or by any other type of hanger which is approved by Landlord before installation. No sticky tape.
2. No sanitary napkins or material of similar composition shall be disposed of through the toilet facilities. Any Tenant using the toilet facilities for such purpose will be billed by Landlord for any damages which result.
3. Landlord shall bear no responsibility for damage or theft in connection with any vehicle parked on Landlord's premises at any time, whether authorized or unauthorized. It is suggested that all cars be locked at night. There shall be no sensitive and loud car alarms.
4. No cars without a valid license plate affixed thereto shall be left in any parking area and shall be subject to removal or towing. Brookwood Apartments parking permit must be displayed in car window at all times.
5. Vehicles shall not be driven on the lawn of Landlord's premises at any time for any purpose.

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6. Tenants locked out of their apartment on week days after hours or at any hour on Saturdays, Sundays, or holidays will be required to pay a charge of \$20.00 for assistance, payable at the time the assistance is rendered by Landlord or by Landlord's agents. If locked out, call building supervisor at (315) 717-5344. Tenant shall be responsible for paying the fee at the time of service.
8. In case of fire, first call 911 and then the building supervisor at (315) 717-5344.
9. In the event of any other problem with reference to the apartment, call the building supervisor at (315) 717-5344.
10. During the Christmas holiday season, only artificial Christmas trees shall be permitted in the apartment. This rule is required for your safety, in order to avoid fires. Use of Christmas lights are forbidden for safety reasons.
11. Any insurance policies or coverage which Tenant may desire providing protection against loss, damage, or medical expenses resulting from fire, theft, casualty, or injury occurring on any part of Landlord's property or on the leased premises with reference to Tenant, Tenant's family or guests will be purchased and maintained by Tenant, at Tenant's sole cost and expense. Tenant understands that Landlord does not maintain such insurance or any similar type of insurance coverage with respect to Tenants or Tenants' property.
12. No lock other than those provided by Landlord shall be added or affixed to any door in any apartment without the prior written consent of Landlord.
13. All Tenants and their guests shall abide by these rules and regulations with respect to any area owned or controlled by Landlord outside of Tenant's apartment, including parking areas and recreation areas.
14. In order to obtain a refund of the security deposit, Tenant must occupy the apartment in compliance with the rules and regulations, and the provisions of the attached lease.
15. Tenant will give Landlord written notice of Tenant's intention to vacate the apartment.
16. Within five (5) days after Tenant takes occupancy of the apartment, Tenant will report to Landlord in writing, all defects in the premises and the general condition thereof. Upon Tenant's failure to provide the required written statement to Landlord within the five (5) day period, the apartment will be presumed to be in good repair, free of defects, and in good general condition.
17. All garbage and trash will be placed in plastic bags and taken to the trash area designated by Landlord. All garbage and trash must be placed inside of the dumpsters (large garbage receptacles) well beyond the reach of animals. Failure to properly remove trash will result in monetary damages. All vehicles must be parked at least eight (8) feet from the nearest dumpster.
18. No television antennas or dish antennas will be allowed on any part of the exterior of the building in which Tenant's apartment is located.

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19. For the purpose of keeping the building clean and in good condition, Tenant will allow an exterminator designated by Landlord to enter the premises at least once each month, without exception, and there shall be no effort or attempt to obstruct or delay such entry at any time. Any cleanliness issues noted at that time must be address and rectified with in (3) three, or the unit will be cleaned at the tenant's expense.

20. Tenant understands and acknowledges that the fire hoses and/or smoke detector alarms are placed on the premises for the safety of all Tenants, and that great harm, injury, damage and loss will result if the fire hoses and/or smoke detector alarms are disturbed in any way. Accordingly, Tenant agrees to pay to Landlord the sum of Fifty Dollars (\$50.00) as a damage fee, if the said fire hoses and/or smoke detector alarms are touched, disturbed, used or removed for any purpose other than their intended use.

21. All grease shall be placed in cans or other waterproof containers, frozen and disposed of in the plastic garbage bags. Grease will not be thrown into the sinks at any time.

22. Strainers will be used in all sinks to avoid drain stoppage.

23. Tenant understands and acknowledges that if the water from sink, bath or shower faucets is left running unnecessarily, or unattended, at any time, Landlord and other Tenants may be subjected to substantial loss and damage, and accordingly in addition to Tenant's obligation to pay to repair such damage and any damage caused by Tenant's negligence. Tenant will also pay to Landlord a Twenty-Five Dollar (\$25.00) fine in the event of such water damage, in addition to damanges.

24. All property and clothing stored in basement lockers or left in washers or dryers unattended, shall be left at Tenant's own risk and Landlord shall bear no responsibility for items left in such locations.

25. After Tenant permanently vacates the apartment, Landlord will make an inspection of the premises. If, after such inspection, Landlord determines that at the time of vacating the apartment, Tenant was in compliance with the provisions of the Lease and these rules and regulations, the security deposit will be mailed to Tenant, within sixty (60) days after the end of the term.

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TENANT HAS READ THE ATTACHED LEASE AND THE RULES AND REGULATIONS.

IN WITNESS WHEREOF the parties hereto have executed this Lease and Rules and Regulations the day and year first above-written.

TENANT

TENANT-SIGN NAME SOCIAL SECURITY NUMBER

TENANT-PRINT NAME DRIVERS LICENSE NUMBER

Accepted By _____

For Scalise Properties LLC

Brookwood apartments

Parent Or Guardian Signature Must Be Notarized.

The undersigned is the parent, natural guardian, guarantor, or other responsible party of the Student set forth above and hereby unconditionally guarantees the performance by the Student of the terms of this Agreement and is responsible for all of the Student's liabilities hereunder.

I have read and understand all terms of this Agreement.

Parent/Guardian 1

Signature _____ Date: _____

Social Security Number: _____ Driver's License Number _____

Relation to Student _____ Address: _____

Phone # _____

Parent/Guardian 2

I have read and understand all terms of this Agreement.

Signature _____ Date: _____

Social Security Number: _____ Driver's License Number _____

Relation to Student _____ Address: _____

Phone # _____

State of _____)

) ss.:

County of _____)

On this _____ day of _____ 20____, before me, the undersigned,
a Notary Public in and for said State, personally appeared before me,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his or her/their capacity, and that by his/her/their signature on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public