

**LEASE AGREEMENT FOR**  
**FALL 2019 SPRING SEMESTER 2020**  
**113 Brinkerhoff Street**

THIS LEASE entered into this \_\_\_\_\_ by and between K & M Taylor Properties Inc. of 172 Maine Rd., Plattsburgh, NY 12903 hereinafter referred to as the Landlord and \_\_\_\_\_, hereinafter referred to as the Tenants.

**PREMISES AND RESIDENTIAL USE.** The Landlord hereby leases to the Tenant and Tenant hereby leases and takes from the Landlord an apartment located at 113 Brinkerhoff Street and known as apartment Number \_\_\_\_\_, in the City of Plattsburgh, New York and to be used and occupied solely as a private dwelling by the Tenant.

**TERM OF LEASE.** The term of this lease commences on or about August 23, 2019 and ends last day of the Spring Semester May 17, 2020 at the State University of New York at Plattsburgh unless terminated sooner by Landlord as hereinafter provided.

**RENT AND INTEREST.** Total rent for the apartment for the term of this lease is \_\_\_\_\_ .00 per student per semester is due and payable in full upon occupancy. All rent shall be paid on the above dates or interest will be added at 1.5% per month on any part thereof for any rent payments not paid on time. Landlords acceptance of partial performance of any obligation owed by tenant hereunder shall not be construed as a waiver of Landlords right to insist upon immediate full performance of said obligation. Landlord's acceptance of a partial rent payment shall not constitute a waiver of landlords right to terminate this agreement for nonpayment of rent.

Students with financial aid will have the rent waived without interest accruing with a financial aid statement from the college, which shall be submitted to Landlord prior to occupancy

**TENANTS, ROOMMATES, NUMBER, LIABILITY AND INTEREST.** When this lease is signed by more than one person as tenant, all such persons shall be jointly and severally liable for the performance of all covenants to be kept by tenant hereunder including the payment of all rent owed by tenant to landlord. Tenant further agrees that the premises shall be occupied exclusively as a dwelling unit and by only those who signed the lease. Any person not named herein who resides in the apartment for more than three days without written permission of the landlord shall be deemed an unauthorized occupant. Landlord may but is not obligated to remove any unauthorized occupant as a trespasser or may request said unauthorized occupant to sign and agree, to the lease. There cannot be any more than \_\_\_\_\_ tenants in this apartment. Tenant agrees that he/she shall not at any time occupy any area of the building not specifically designed as a living area, this to include roof, basement attic or any other area which has been closed off or locked by landlord. In the event any Tenant leaves or the lease for said Tenant is terminated or he or she is evicted, Landlord may, at Landlords sole discretion, place a Tenant in the said premises to the maximum number allowed. Any prospective replacement Tenant proposed by the other Tenants shall only become a Tenant after approved by the Landlord or Landlords agent and provided a valid lease agreement is signed and required security deposits and rent is paid in full. Landlord has the right to reasonably withhold consent for any such proposed replacement Tenant. The Tenants do not have the right to assign this Lease or any rights hereunder or obtain a replacement Tenant without the express written permission of the Landlord, which consent can be withheld. In addition to any other amount herein, the existing tenants shall be required to pay, as extra rent, an administrative charge of \$20.00 for each replacement tenant, regardless if said Tenant is obtained by the Landlord or any other tenant. Tenant's personal absence from the premises for 5 consecutive days while all or any portion of the rent is unpaid shall be deemed abandonment of said premises. All property left upon the premises by tenant upon vacating or abandonment of the apartment shall be deemed abandoned and may be disposed of by Landlord as he/she see's fit and without accountability to tenant.

**SECURITY DEPOSIT.** It is agreed that a deposit of Three Hundred Dollars (\$300.00) is to be paid upon signing of lease and is to be held as security for the performance of the obligations of this lease and as a damaged deposit. The deposit is to be refunded within a reasonable time after the termination of the lease, providing all of the keys are returned and the premises are left in as good a condition and order as they were at the beginning of the term. Whole or part of the security deposit will not be returned if Tenants do not honor, as determined by the Landlord, ALL PARTS of this agreement. Deductions will be made from the security deposit for all cleaning, damage and repairs that are the responsibility of the Tenants.

**LIABILITY FOR DAMAGE.** Tenants agree that any money withheld by the Landlord for damages shall be allocated equally among the Tenants unless the Tenant provides the Landlord with a written statement signed by all Tenants stating who is responsible for the damages. Notwithstanding the above, if any damages exceed a single damage deposit, the Tenants agree that their deposits may be used to compensate the Landlord for such damages.

**LOSS OF PROPERTY.** The Landlord agrees to provide the Tenants with a partially furnished apartment. It is agreed that the Landlord is not responsible for loss of personal property of Tenants by fire, theft, or any other cause. (Renters Insurance is recommended)

**ELECTRIC AND GARBAGE.** It is agreed that Tenants shall pay for electric and the Landlord shall pay for water, sewer and garbage collection. The Tenants will change the utility billing to their name no later than the Monday following the weekend they have moved into the apartment. Electric will be shut off by the Landlord on that day at 10 a.m.

**PLACE OF PAYMENT.** All payments required to be made pursuant to the terms of this lease shall be made in U.S. Funds and shall be mailed to Matt Taylor 172 Maine Rd., Plattsburgh, NY 12903.

**RULES TO BE FOLLOWED BY TENANT.** It is agreed by Tenant that the following rules shall and will be followed by all Tenants and if violated, the Landlord shall have the option to take compensation in the form of withholding a portion of the security deposit or eviction depending on the nature and impact of the violation of the agreement.

It is agreed that all housekeeping is to be done by Tenant and the premises are to be kept in an orderly fashion. Tenants will also keep all hallways and stairway areas in clean condition and free of all debris and objects.

The Landlords agent and/or the Landlord has the right to inspect, repair and maintain same, or to show the property to any prospective tenant, buyer or loan or insurance agent, or at any other time as required if violation of lease is involved.

Subletting of the leased premises is prohibited without the express written approval of the landlord, which approval can be withheld.

Tenant shall remove garbage and rubbish daily. Tenants shall have garbage in appropriate bags and must place same in garbage cans or receptacles or areas as so designated by Landlord.

Tenant and tenant's guests agree that he/she shall not, without written consent from landlord, bring upon, keep or maintain, any pets, animals, beer kegs or waterbeds on the premises, and if such permission is granted it may be revoked at landlord's option upon five days written consent.

The Tenants agree not to use the premises in such a manner not to disturb the peace and quiet of the other Tenants in the building. Tenants further agree not to maintain a public nuisance and not to conduct business or commercial activities on the premises.

Tenant agrees that landlord has the right to control the manner of parking in the parking spaces in and around the premises and to designate those portions of the premises which may be used by tenant. Landlord may tow away at tenants expense any vehicle parked by the tenant in an unauthorized space.

Tenants will pay for repairs of all damages, including drain stoppages, plumbing fixtures, walls, ceilings, light fixtures, appliances and furniture which Tenants or their guest have caused by misuse or neglect. Tenants will never let dwelling heat drop below 55 degrees F. and if damage occurs from freezing, Tenants will pay for all repairs.

Fire extinguishers located in all of the apartments are for fire only. Any discharge in the absence of fire will necessitate a deduction from the security deposit for recharging.

DEFAULT, VIOLATIONS AND REMEDIES. In the event any Tenant fails to comply with or violates any part of this agreement, or if any Tenant fails to pay the rent within the time when it becomes due, the Landlord at Landlords sole discretion and option, may terminate this agreement and landlord may re-rent the premises or resort to any legal remedy necessary to enforce any of his rights. If the Tenant vacates the premises during the term of this lease, the Landlord may re-let (rent) the said Tenants share to someone else. Landlord is not obligated to find such a replacement Tenant. Upon termination, all Tenants shall remove themselves from the premises after being so notified by Landlord or Landlords agent in the event of any non-payment of rent within three (3) days after notification, or for any other violation, within (7) days of being so notified. All said Tenants shall continue to be liable and owe to the Landlord any and all rent owed with interest and all costs of eviction or removal or re-entering premises or collection and all costs of repair and repairing or cleaning the premises.

NOTICES. Any notice required to be given by Landlord pursuant to this agreement may be given by posting same upon the door of the rented premises, or by slipping same under said door, or by e-mail, or same may be mailed by ordinary mail, or same may be placed into mailboxes, or same may be personally served upon any Tenant of the premises and any such type of notice shall be valid to all the Tenants of said premises.

Landlord or his agents may enter the premises, with reasonable notice given, at a reasonable time of day, in order to inspect the premises, show the property to prospective tenants, or for any other necessary condition.

TENANTS HEREBY ACKNOWLEDGE that they have this agreement, understand all of it, agree to all of it and have been given a copy of it.

(Signature's)

DATE \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

This lease is valid only if same is approved by Landlord or Landlord's agent as indicated by signature below.

LANDLORD/LANDLORD'S AGENT \_\_\_\_\_

Contact: Kerry Taylor/Matthew Taylor at 518-569-7469 or 518-569-4070, 172 Maine Rd., Plattsburgh, NY 12903