

LEASE AGREEMENT

THIS LEASE CONSTITUTES A BINDING AGREEMENT

This lease made and executed this day of , of , by and between MJ Rentals hereinafter referred to as the landlord and the group on page 3 and 4 hereinafter referred to as the tenants.

Inconsideration of rents and covenants hereinafter set forth, the landlord leases to the tenants as undivided interests in the following described premises:

Located at: _____
Geneseo, NY, 14454

1. Apartments are leased on a yearly basis, rent is paid each semester. The term of the lease shall commence (1) one week prior to the first day of classes and shall end (2) days after graduation for seniors or (2) days after the last day of finals for under classmen at 8 A.M...
2. The tenants agree to pay the rent jointly and severally in the total amount of \$ _____ for the apartment per semester.
3. Although the tenants might agree among themselves that they will equally divide and pay the rent and security deposit, it is the intention and requirement of the Landlord that the Tenants will be jointly and severally responsible for the payment of rent regardless of the agreement among the tenants. This means that if any tenant fails to contribute their share of the rent and security deposit the remaining tenants will be required to pay the deficiency. The landlord will bring action against the delinquent tenant and reimburse the tenants who paid, if the landlord is successful in collecting the delinquent rent. Once the lease has been signed the tenants must pay the rent for the entire year unless they find a substitute tenant.
4. Rent shall be paid by the following schedule; first semester rent is due June 1st, 20____ in the amount of \$ _____ per tenant. . Second semester rent is due the 1st day of January 20____ in the amount of \$ _____ per tenant.
 - 4A. _____ Rooms at \$ _____; _____ rooms at \$ _____ responsible for finding _____ person
5. Students renting for the following year can move their furniture in 4 days after finals for summer or sooner if residence is vacated. Students may occupy residence 2 days before next semester begins.
6. A security deposit in the amount of \$300 per tenant is required and due upon the signing of the lease. The security deposit will be used to clean and repair the leased premises and to insure faithful performance of the lease. However, liability for damage and cleaning shall not be limited to the amount of the security deposit. Damages that occur during the term of the lease which require repair may not be paid for using security funds. Tenants agree to pay the entire sum necessary to repair and or clean the leased premises. Cleaning and repairs will be billed at a rate of \$50 per hour. The security deposit will be returned minus any repair or cleaning charges when the tenants have removed all belongings from the premises and returned all keys. If the tenants vacate the premises for any reason prior to the full payment of the rental amount, the security deposit shall NOT be considered, applied or used as part of the final rent payment.
7. If the tenants lease the premises for two or more consecutive years, the premises will need to be cleaned and inspected in May at the end of the school year. Any repairs or cleaning expense will be billed to the Tenants and shall be paid, prior to Aug 1st before Tenants return for the next school year.
8. If the tenants lease the apartment for two or more consecutive years, they may stay in the apartment during the summer months, between the consecutive years. The tenants will not be charged rent however they are responsible for all utilities.
9. Rent shall be paid personally to the landlords on or before the dates set forth or mailed to MJ Rentals, PO Box 92, Scio, New York, 14880. Tenants rent is subject to a 5% late fee, for every 30

- days rent is late, if not received by said dates. Checks may be made out to MJ Rentals or Joe Torrey.
10. Utilities: the tenants agree to pay the gas, electric, water, sewer and garbage removal
 11. The landlord will occasionally do a drive by inspection, if during the inspection the lawns, driveway, parking lot or porches have an unreasonable amount of debris the landlord will remove it. There will be a charge of \$50 per occurrence.
 12. Tenants agree to pay the landlords reasonable legal fees and/or collection costs in the event it becomes necessary to bring an action to enforce any provisions of this lease.
 13. Notices and complaints: notices, bills and complaints to tenants shall be sufficiently given if deposited in the tenants mailbox or sent by US mail to the tenants last known address. Notices and complaints to the landlord shall be mailed to the address indicated on page (1) one of this lease.
 14. Prohibited appliances; space heaters.
 15. Additional and structural changes: Changes affecting the appearance of the premises such as awnings exterior signs and decorations shall not be allowed. Interior wall decorations are to be applied to the walls with tape, thumb tacks or putty. The walls, ceiling, floor, door frame, wood or metal work and wiring fixtures may not be painted or drilled without written consent of the landlord.
 16. Pets are not allowed under any circumstances.
 17. The landlord may enter the premises at reasonable times, with out giving prior notice, to make repairs thought to be necessary or to show the premises for the purpose of future leasing or purchase of the property.
 18. The tenant shall not assign mortgage, sublet or permit use of said premises by anyone other than himself/herself without written consent of the landlord prior thereto in each particular instance.
 19. Conditions of the premises: it shall be agreed between the parties that the premise has been rented in excellent order and repair. The tenant acknowledges that he/she has inspected the premises and it is in excellent order and repair except otherwise noted in writing to the landlord at the time of possession of the premises. The tenant further agrees that upon vacating the premises, it will be returned to a similar condition as when it was rented, reasonable wear and tear expected. Any damages beyond reasonable wear and tear, which require repair and/or cleaning, shall be billed at \$50.00 per hour.
 20. The tenant will take good care of the premises including fixtures and appliances. In the event they are damaged by misuse or neglect of the tenants, or his/her visitors, repairs will be the sole expense of the tenant.
 21. Tenants are responsible for purchasing replacing any burned out light bulbs.
 22. The landlord will supply entrance keys, however if the tenant wants a lock on their bedroom it is their responsibility to purchase and install.
 23. Fire and casualty: The tenants understand and agree that it shall be their responsibility; that in the event of a fire or other casualty, to give immediate notice thereof to the landlord, who shall there upon cause the damage to be repaired as soon as it is reasonable and convenient for the tenants, but if the premises be so damaged that the landlord shall decide neither to rebuild or repair, the term of the lease shall cease.
 24. Insurance: the tenants understand and agree that it shall be the tenants own obligation to insure his/her personal property located on the premises and the tenant further understands that the landlord shall not reimburse the tenant for damage to the tenant's personal property. The tenants agree that the landlord or agent is exempt form all liability or damage to or injury to person or property unless such damage is caused by or due to the negligence of the landlord or his agent.
 25. Occupancy: tenants agree to share the premises with no other than those additional tenants whom have entered into the lease agreement with the landlord.
 26. Compliance with laws: tenants agree to promptly comply with all statutes, rules, ordinances, orders, and regulations required of federal, state and local governments. And of any and all of the departments and bureaus applicable of nuisances or other grievances, in, upon or connected with the said premise during the term of the lease. Tenants shall comply with and execute all rules, orders and regulations of the Fire Marshall or Building Inspector.
 27. The Tenants will be responsible to pay any fines levied on the Tenants or Landlord for any

- violation of Village, Town, County, State or any other laws, regulations or ordinances that are a direct result of the tenant's actions. The tenants are not responsible for any fines that result from Landlords negligence.
28. The Landlord will provide a fire extinguisher, smoke detectors and carbon monoxide detectors. The Landlord will inspect and service, when appropriate, these devices once per year. A record of said inspections will be kept by the Landlord. Tenants will not disable or modify these devices in any way.
 29. Tenants shall relinquish claim to any property left on the premises upon termination of the lease unless given written permission by the landlord to store on said property. A fee of \$50.00 will be charged for each large (mattress, couch, chair, table) item left on the premises after the lease ends. This fee is not limited to the security amount.
 30. Pass keys: landlord shall retain a key to the premises. Tenants shall not alter any lock or install a new lock without prior written consent of the landlord. If such consent is given, the tenants shall provide the landlord with a key for the lock. If all keys are not returned at the end of the lease, and amount of \$25.00 will be deducted from the tenant's security deposit.
 31. Parking: all existing parking regulations shall be complied with. Neither tenant nor his/her guests shall park in any area of the premises other then the existing driveway or parking lots. They shall not park nor block any neighbor's driveway. Tenants shall be responsible for any damage incurred as a noncompliance with the above.
 32. Tenants agree to keep sidewalks and driveways free of snow, unless in times of official declared snow emergencies. During a declared snow emergency the landlord will have snow plowed.
 33. Option of renewal: the landlord agrees to provide the tenant an option for rental of the premises each year if all the other terms of the lease have been met during previous leasing periods. The landlord reserves the right to reasonably raise the rent as the landlord sees fit if the option is exercised by the tenants.
 34. This property will be unfurnished.
 35. Complete agreement: it is agreed except herein otherwise provided that no amendment or change or addition shall be binding upon the parties.
 36. It is agreed upon by the tenants listed on pages 3 and 4 that the above premises will not be used for the purpose of hosting parties. In the event that a tenant(s) is ticketed for a nuisance violation, all fines levied against the tenant and/or the landlord will be the responsibility of the tenant(s) ticketed. This is especially true for the new noise ordinance
 37. Tenants are responsible for any bug infestations caused by them

Dated this day of

Landlord signature: MJ Rentals member, Maurice E. Torrey or Joe Torrey

Contact numbers for MJ Rentals
Joe Torrey, 646-641-8029

Tenants Information and signature:

1. Tenant (Print) _____
Phone _____
Email _____
Social security number _____
Next of Kin _____
Next of Kin phone number _____
Home address _____
City, State, Zip _____
Home Phone _____
Will you be receiving Financial Aid to pay your rent? _____
Tenant signature _____

2. Tenant (Print) _____
Phone _____
Email _____
Social security number _____
Next of Kin _____
Next of Kin phone number _____
Home address _____
City, State, Zip _____
Home Phone _____
Will you be receiving Financial Aid to pay your rent? _____
Tenant signature _____
3. Tenant (Print) _____
Phone _____
Email _____
Social security number _____
Next of Kin _____
Next of Kin phone number _____
Home address _____
City, State, Zip _____
Home Phone _____
Will you be receiving Financial Aid to pay your rent? _____
Tenant signature _____
4. Tenant (Print) _____
Phone _____
Social security number _____
Email _____
Next of Kin _____
Next of Kin phone number _____
Home address _____
City, State, Zip _____
Home Phone _____
Will you be receiving Financial Aid to pay your rent? _____
Tenant signature _____
5. Tenant (Print) _____
Phone _____
Email _____
Social security number _____
Next of Kin _____
Next of Kin phone number _____
Home address _____
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Will you be receiving Financial Aid to pay your rent? _____
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Home address _____
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Will you be receiving Financial Aid to pay your rent? _____

Tenant signature _____