

LEASE AGREEMENT  
 ITHACA RENTALS AND RENOVATION, INC  
 Agent for Gateway Commons, LLC.  
 323 NORTH TIOGA STREET  
 ITHACA, NEW YORK 14850  
 (607) 273-1654

	PRINT NAME	PERMANENT ADDRESS	PERMANENT
PHONE			
1.	_____	_____	_____
2.	_____	_____	_____

Gateway Commons, LLC, Lessor, acting through its agent, Ithaca Rentals & Renovations, Inc., hereby leases Apartment #\_\_\_\_ located at 311 E. Green Street, Ithaca, New York to the above named Tenant commencing at 3:00 P.M. March 1, 2007, and ending at 8:00 A.M. February 29, 2008. This Lease shall remain in force until the end of the term specified. The above named Tenant(s) agree to the following Lease terms:

1. Total rent due for the above period is \$\_\_\_\_\_, which will be paid in 12 equal installments of \$\_\_\_\_\_ due on the first of each month. **Please make your checks payable to Gateway Commons, and mail them to PO Box 6531, Ithaca, NY 14851; indicate your apartment number and current phone number on your checks.**
2. Rent payments are due in full on the 1st of the month. A penalty of 5% of the amount due will be charged for any balance not received by the Lessor by 5:00 PM on the 5th day of the month. A fee of \$25 will be charged for any check returned for non-sufficient funds.
3. To pay a **Security Deposit equal to one (1) month's rent at the signing of the Lease.** The deposit shall be held in an interest bearing escrow account at First Niagara Bank, 301 E. State Street, Ithaca. Tenant will receive the First Niagara rate less 1%, which the Lessor will receive for administration, in accordance with NYS law. Within 30 days after the lease expiration date, the deposit shall be refunded in full, with interest, provided there is no damage caused by Tenant or guest of Tenant to the apartment and furnishings; the apartment is left clean; and all rent and other charges are paid in full.
4. All keys to the apartment, building and mailbox must be returned, accurately labeled, by 5:00 P.M. on the last day of the Lease or a minimum deduction of \$50 will be taken from the cleaning and damage deposit to re-key the entrance to the apartment. Duplication of keys by tenants is not permitted.
5. Should the apartment, appliances, furnishings and/or carpets require cleaning or repair at the end of the lease term, such repair or cleaning to be deemed beyond normal wear and tear, tenant agrees to pay actual charges plus a 10% administrative fee. Tenant is fully responsible for any damages to the apartment caused Tenant or guests of Tenant.
6. If this Lease is executed by more than one person as Tenant, all persons named shall be bound to the lease terms jointly and severally.

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7. The Tenant agrees to use this apartment as living quarters only. Tenant(s) further agree that the apartment shall be occupied by no more than \_\_\_\_\_ people.
8. **Tenant must obtain the Lessor's written permission to assign the Lease in part, or in whole to another party(ies).** Tenant agrees to pay an administrative fee of \$50 for each tenant party assigning his or her place on the Lease. All parties involved must sign a Lease Modification Agreement available at our office.
9. **Tenant must obtain the Lessor's written permission to sublet this apartment.** The Tenant named in this Lease Agreement remains responsible for the terms of this Lease when subletting the apartment to another party. **All parties involved must sign a sublease agreement available at our office.**
10. This Lease is subordinate to all mortgages now or hereafter placed on the property.
11. The Lessor may terminate the Lease for Tenant's non-payment of rent, breach of any of the Lease terms, or unacceptable behavior. Landlord will follow all applicable Tompkins County Eviction procedures.
12. Tenant will pay for all damages to the premises caused by Tenant or Tenant's guests.
13. If Tenant breaches this Lease, Tenant will pay the Lessor's reasonable attorney and collection fees.
14. The Lessor is not responsible for Tenant's property left in the apartment after the end of the lease term.
15. If Tenant wishes to renew this Lease, application in writing must be received by Ithaca Rentals no later than **December 1, 2007**, and a new lease signed by **December 15, 2007**.
16. Utilities: Hot Water is provided by the Lessor. All electric utilities are to be paid by the Tenant. Tenant is required to sign a third party notification form, at the lease signing, to activate utilities with NEW YORK STATE ELECTRIC AND GAS. Lessor will forward this form to NYSEG on Tenant's behalf. **Tenants are responsible for contacting NYSEG one week prior to their lease start to verify their account information.** For questions regarding your utilities you must call NYSEG at 1-800-572-1111. There is a budget plan available to even-out monthly payments.
17. Tenant agrees not to play any musical instruments, radio, television or stereo before 8:00 A.M., and after 10:00 P.M. loud enough to be heard by other tenants. Please respect the rights of your neighbors.
18. Cable television and telephone services are to be arranged and paid for by the tenants. VERIZON's service number is 1-890-7100. Time Warner Cable's number is 272-3456.
19. All trash **must be bagged in plastic bags** and deposited in the trash chute located in designated areas on each floor for pick up. Tenant agrees to abide by any City and County recycling laws and to pay any fines incurred by their failure to comply with such laws.
20. Tenant is required to provide adequate heat in the apartment to prevent freezing water pipes. A thermostat setting of 50° F in all rooms is sufficient to prevent damage during vacation periods.
21. **Pets are permitted only with the written permission of the Landlord.** Tenants are required to sign a pet agreement and pay a \$180 annual rent charge per pet, payment in advance. If Tenant keeps a pet, Tenant is responsible for any damages to the premises caused by the pet. Tenant agrees to pay any amount that may be due for damage/exterminating/cleaning caused by the pet.
22. Internet access, both wireless and wired, is included in the rent.
23. No waterbeds are permitted at Gateway Commons Apartments.

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- 24. Gateway Commons is a smoke free building. Tenant shall prohibit smoking by his/her household members or guests while on the premises. It is the tenant's responsibility to inform his/her guests of the no-smoking portion of this lease.
- 25. The Lessor or his agent may enter the apartment for the purposes of inspection, repair and maintenance of the premises, or to show the apartment. Reasonable notice will be given if possible.
- 26. The Lessor shall not be liable for any loss of Tenant's property by theft, burglary, or fire. It is recommended that tenants purchase a **Tenant's Homeowner's Insurance Policy**.
- 27. If the Lessor is unable to deliver the apartment for occupancy at the beginning of the lease term for any reason, he shall not be held liable and the Lease Agreement shall remain in force, and rent shall not be owed until the apartment is ready for occupancy. If, during the term of the Lease, the dwelling is rendered uninhabitable by fire, accident, or any other reasons, landlord shall have 90 days in which to effect repairs during which time rent shall be abated. If repairs cannot be completed within 90 days, this Lease can be terminated at the discretion of either party.
- 28. Tenant is expected to maintain the apartment in good condition. Tenant must not make alterations, or changes to the walls, plumbing, ventilating, electric or heating systems. The Lessor agrees to deliver the apartment in good condition. Lessor shall, at it's own expense, maintain and repair the apartment, appliances, furnishings and fixtures. In the event that the apartment, appliances, furnishings and fixtures are damaged by the Tenant or guest of Tenant, a reasonable sum to repair any damages caused shall be paid to the lessor by the Tenant.
- 29. As the Lessor of Gateway Commons Apartments, we want to maintain the apartments in top condition. If you have any difficulty with plumbing, appliances, windows, etc., please call 273-1654 as soon as possible so that repairs can be done promptly. This is especially important for any safety-related problems. Maintenance issues that are not reported promptly will be charged back to the Tenant if the condition causes damage to the building.
- 30. Parking is by permit only for an annual fee of **\$600 per vehicle**, payment in advance. Parking is on a first-come, first-served basis.
- 31. This is the entire agreement between the parties; there are no representations or agreements other than contained herein; changes in the Lease are effective only in writing, signed by both parties.

This Lease agreement is hereby executed and entered into this \_\_\_\_\_ day of \_\_\_\_\_

**LESSOR, Gateway Commons, LLC**  
 By its Agent, Ithaca Rentals & Renovations, Inc.

**TENANT -- SIGNATURE (S)**

\_\_\_\_\_ 1. \_\_\_\_\_  
 \_\_\_\_\_ 2. \_\_\_\_\_