

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made by and between:

Resident Name: _____

Resident Phone: _____

Resident Address: _____

Social Security: _____

Resident E-Mail: _____

hereinafter called "Tenant", and Feinberg-Smith Associates, Inc. (commonly known as Hayes Student Living), 600 Country Club Road; G03, Vestal, NY, 13850 hereinafter called "Landlord".

For and in consideration of the rent to be paid and the premises to be let and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Premises.** Landlord does hereby lease unto Tenant and Tenant hereby leases from Landlord a room or suite accommodation (the "Unit") in the apartment complex known as **Hayes Student Living, Vestal, NY** consisting of a **1 Bedroom Apartment** **1 Bathroom**. The Premises are not a specific room or suite within Hayes Student Living, but rather the room or suite Landlord assigns Tenant in order to accommodate, to a reasonable extent, the interest and personal preferences of Tenant and other tenants and the interests of Hayes Student Living. The Premises assigned to Tenant is _____. With at least seven (7) days' notice to Tenant, Landlord may relocate Tenant to another room in Hayes Student Living, in which event Landlord shall assist Tenant in moving Tenant's personal property. Landlord will attempt to honor Tenant's request for a co-tenant assignment in double occupancy rooms, but Landlord reserves the right to make or change all room assignments as may be allowed under New York State Law.
2. **Term.** The term of this Lease ("Term") shall begin on -----**and terminate on Choose an item.**, unless sooner terminated as hereinafter provided. This Lease continues regardless of whether Tenant is transferred, ceases to be enrolled, or for any other reason Tenant is unable to continue occupancy of the Premises, and Tenant's obligation to pay rent and perform all other obligations in this Lease continue until the Term ends and Landlord has been paid all sums due to it.
3. **Rental.** The rent for the term of this Lease shall be \$ **Choose an item.** for the Term to be paid in advance, without demand or set off, as follows:

Amount	Due
Choose an item.	
Choose an item.	
Choose an item.	Choose an item.
Total Lease Term	

4. **Furnishings.** Landlord will furnish the Tenant's common area with the following: **Sofa, Sofa Chair, Coffee Table, End Table, Floor Lamp, Dinette Table with Two (2) Chairs, and Blinds**. If Premise is located in Buildings 4-8, Landlord will also provide a Microwave Stand. Landlord will furnish Tenant's room with the following: Double **Bed (includes frame and mattress), Dresser, Desk, Desk Chair, Light Fixture, and Blinds**.

OTHER TERMS: The attached documents entitled, "Supplementary Lease Agreement Provisions", "Guaranty of Lease", and "Rules and Regulations" are incorporated in this Lease as if they were set forth in the body of this lease.

Tenant: _____

Landlord: Feinberg-Smith Associates, Inc.

By: _____
(Tenant Signature)

By: _____
(Authorized Signature)

Date: _____

Date: _____

NOTE: THE ATTACHED SUPPLEMENTARY LEASE AGREEMENT PROVISIONS, GUARANTY OF LEASE AND RULES AND REGULATIONS SHOULD BE INITIALED BY TENANT AT THE TIME OF LEASE SIGNING. INFORMATION WITHIN THE GUARANTY OF LEASE SHOULD BE COMPLETED, SIGNED, INITIALED BY GUARANTOR AND RETURNED TO LANDLORD NO LATER THAN 15 DAYS AFTER TENANT LEASE SIGNATURE DATE. FAILURE TO SIGN AND RETURN GUARANTY OF LEASE DOES NOT RELEASE TENANT OF FINANCIAL OBLIGATIONS TO FEINBERG-SMITH ASSOCIATES, INC. AS OUTLINED IN THIS LEASE AGREEMENT.

SUPPLEMENTARY LEASE AGREEMENT PROVISIONS

5. Security Deposit. Tenant shall deposit with Landlord the sum of **\$ 500** to be paid upon lease execution for the faithful performance of Tenant's promises and duties contained herein (the "Security Deposit"). If Tenant provides no Guarantor, then the Security Deposit shall be set at \$1,000. Landlord shall not be required to pay any interest to Tenant upon the Security Deposit. Landlord shall deposit the Security Deposit with M&T bank. Landlord may deduct from the Security Deposit amounts sufficient to pay (1) any damages sustained by Landlord as a result of Tenant's nonpayment of rent or non fulfillment of the term of this Lease Agreement; (2) any damages to the Premises for which Tenant is responsible; (3) any unpaid bills which become a lien against the Premises due to Tenant's occupancy; (4) any costs of re-renting the Premises after a breach of this Agreement by Tenant; (5) any court costs incurred by Landlord in connection with terminating the tenancy; and (6) any other damages of Landlord which may then be a permitted use of the Security Deposit under the laws of this State. If Landlord uses or applies any of the Security Deposit during the Term, Tenant shall immediately replenish it to its originally required amount. After having deducted the above amount, Landlord shall, if Tenant's address is known to him, refund to Tenant, within thirty (30) days after the termination of the tenancy and delivery of possession, the balance of the Security Deposit along with an itemized statement of any deductions. Landlord shall have no obligation to track Tenant's post occupancy address and it shall be the responsibility of the Tenant to provide a valid new address for the Tenant. No security deposit can be returned to Tenant without a valid forwarding address provided by Tenant. If Tenant fails to provide a valid forwarding address within six (6) months of the Tenant vacating the apartment, the Landlord will surrender the security deposit to the NYS Comptroller pursuant to the New York State Abandoned Property Law and, upon surrender, Landlord shall not thereafter be liable to Tenant for a refund of the Security Deposit or any part thereof. The Security Deposit shall be payable to Landlord via Check or Money Order and shall be remitted to the address provided above or such other address as Landlord may provide in writing to Tenant. There will be a \$25.00 service charge on all returned checks. Landlord shall also accept Security Deposit payments via ACH. **There will be a \$30 charge for all ACH transactions.**

6. Rent Payments. Time of rent payment is of the essence. In the event the rent is not received by the Landlord on or before the due date, then, at the option of Landlord, such failure to pay on time shall constitute default. Tenant shall be given the required 3 day notice to cure as required by New York State Law and any failure to comply with the notice shall be considered a default and the lease shall be terminated. If Landlord elects to accept a late payment, the penalty to Tenant shall be five percent (5%) of the installment amount due for each rental payment more than five (5) days late. Tenant will bear the cost of Landlord's legal fees and expenses pertaining to non-payment and collection of rent or damage fees. Rent shall be payable to Landlord via Check or Money Order and shall be remitted to the address provided above or such other address as Landlord may provide in writing to Tenant. There will be a \$25.00 service charge on all returned checks. Landlord shall also accept Rent payments via ACH. **There will be a \$30 charge for all ACH transactions.**

7. Utilities & Services:

(A) Utilities and services supplied to the Facility shall be paid as follows:

	<u>Paid By:</u>	<u>Monthly Utility Cap</u>
Water & Sewer*	<u>Landlord*</u>	<u>N/A</u>
Gas & Electric*	<u>Landlord*</u>	<u>N/A</u>
Internet/Ethernet Services	<u>Landlord*</u>	<u>N/A</u>
Basic Cable	<u>Tenant</u>	
Telephone, Local Service	<u>Tenant</u>	<u>N/A</u>
Telephone, Long Distance Service	<u>Tenant</u>	<u>N/A</u>
Mail Delivery and Mail Forwarding	<u>Tenant</u>	<u>N/A</u>
Pest Control	<u>Landlord</u>	<u>N/A</u>
Lawn Maintenance	<u>Landlord</u>	<u>N/A</u>

I have read and understand Utilities and Services (Section 8) of this Lease.

Initials:

Tenant: _____

Agent: _____

***Utility Conservation Caps:** In order to promote responsible use of and conservation of utilities, Landlord has placed caps on Landlord's obligation to pay for certain utilities as listed above per Bedroom within each Unit. If Tenant's pro rata share of actual charges for Water & Sewer, Electric and Gas in the Unit exceeds the Monthly Utility Cap (the "Utility Caps") for the Bedroom as referenced above, Tenant shall be responsible for paying such excess amount as provided in Section 2 of this Lease. For purposes of this calculation, only occupied bedrooms will be used.

(B) Utilities and Expenses: Any charges in excess of the Utility Caps may be billed on a monthly or quarterly basis, in the Landlord's sole discretion, as additional rent to the Tenant as provided in Section 2 of this Lease. Landlord may, in its sole discretion, elect to use a third-party company as its agent and/or the utility billing provider representative with respect to providing, billing, and/or servicing the tenant utility account. Tenant acknowledges that the third-party company is not a utility. Landlord shall not be liable, for any interruption or failure of any such utility service to the Facility, or for any damage directly or proximately caused thereby, except if caused by landlord's intentional acts, omissions or negligence. Landlord's sole obligation is to be reasonably diligent in Landlord's effort to restore and maintain any such service which is interrupted. Tenant shall be solely responsible for acquiring and maintaining, at Tenant's sole cost and expense, any and all utilities, other than those specifically set forth in this paragraph as Landlord's responsibility. As applicable in this paragraph, any utility or service whose payment is solely

the responsibility of Tenant must be placed/changed into legal name of Tenant immediately upon occupancy of Unit. Failure to place appropriate utilities and services in legal name of Tenant may result in a \$25.00 processing fee. Landlord reserves the right to pay outstanding utility and service bills of Tenant and bill Tenant an associated rental amount in addition to nominal administrative fees to cover costs incurred.

1. Charges referenced in section B above shall be calculated with one of the following methods. Please contact the property management for more specific details on methods used for your Unit:
 - a. Direct metering by the local utility. The local utility measures utility usage in each Unit and bills Landlord directly for such charges. Charges for each unit will be divided equally by the number of tenants in each unit to calculate the charges for each bedroom.
 - b. Full Capture Sub metering. A sub meter is installed in each unit to measure the total amount of that utility used in the unit. Charges for each unit will be calculated by multiplying the sub metered usage for that unit by a utility rate based on the utility rates of the local utility provider (which may include base or fixed charges). Charges for each unit will then be divided equally by the number of tenants in that unit to calculate the charges for each Bedroom. Tenant acknowledges that the rates charged for the utility service may not match the rate of the local utility (as that rate may not be appropriate to charge to an individual tenant), but that the rates used are designed in a manner to allocate Landlord's actual utility costs to the units.
 - c. Partial Capture Sub metering. A sub meter is installed in the each unit to measure a portion of the utility usage in each unit. The Landlord's utility bills will be allocated to each unit based on a percentage assigned to each unit based on the amount of utilities used in that unit compared to the total amount of that utilities used by all the tenants at the Facility. Charges for each unit will then be divided equally by the number of tenants in that unit to calculate the charges for each Bedroom. Prior to allocating the Facility's utility bills using the method described above, Landlord may or may not deduct an amount to account for common area usage. Landlord and Tenant agree that the exact amount of the utilities consumed in Tenant's unit and the exact amount of utilities used in the common area cannot be determined precisely, but that the methods described above to calculate those amounts are reasonably accurate estimates thereof.

(C) Landlord shall have the right to temporarily suspend any utility or other service to the Premises and/or Unit in order to do maintenance and/or repair and/or protect the Facility, Premises, Unit or Tenant from risk of harm or loss.

(D) Neither Landlord nor Agent shall be liable for loss or damages resulting from the interruption of heat, electrical, water, sewer, telephone, cable TV, Internet, or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the Facility, except if due to landlord's intentional acts, omissions or negligence. . Neither Landlord nor Agent shall be liable for injury or damage to persons or property caused by any defect in the heating, gas, electrical, water, or sewer systems serving the Premises or Facility unless caused by landlord's negligence, intentional acts, omissions or gross negligence. In no event shall Landlord or Agent be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and Tenant hereby expressly waives all claims for such injury, loss, or damage.

(E) In connection with the administration of utility billing during the term of this Lease, Tenant will be required to, and agrees to pay prior to occupying the Premises, an up-front billing service fee of \$30.00. This service fee is for administration, billing, overhead and similar expenses and charges incurred by Landlord for providing billing services. At the direction of the Landlord, this service fee will be payable by the Tenant directly to the third-party billing company that may be engaged by Landlord to provide utility billing services for the Facility, or to the Landlord. In addition, this service fee will be required to be paid in the form of an electronic check or credit card.

As a regular part of each utility bill, Tenant may be charged and agrees to promptly pay late payment penalties and nonsufficient funds (NSF)/chargeback fees directly to the third-party billing provider for the Facility in order to cover the administrative costs of generating Tenant's bill and servicing Tenant's account. These fees are in addition to the specific utility service charges for which Tenant is billed. Landlord and Tenant agree that the actual cost to Landlord and/or billing provider when Tenant fails to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Landlord and/or billing provider does, in the event of a late payment, incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing provider, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Accordingly, Landlord and Tenant agree that if the payment is received after the enumerated due date, Tenant shall immediately pay a late payment in the amount set forth below, which is a reasonable estimate of the costs incurred.

i. Late Payment Penalty:	\$10.00
ii. NSF/Chargeback Penalty:	\$25.00

Tenant will be charged for the full period of the time from the Commencement Date of the Lease until its Expiration Date, regardless of whether Tenant physically occupies the Premises. Tenant agrees to pay for all charges billed in accordance with this agreement during the Term of the Lease.

Tenant is responsible for paying all charges billed to Tenant under this Lease. The failure to make the utility payment is material and substantial breach of the Lease and shall entitle Management to exercise all remedies available under the Lease.

Tenant acknowledges and agrees that continued occupancy of the Unit when electricity, gas, water or sewer services have been discontinued is hazardous. Tenant agrees not to terminate, cut off, interfere with, or disconnect any utility sub metering system or device. Violation of this provision is a material breach or default of the Lease and shall entitle Management to immediately exercise all remedies available.

The authorized third-party billing service provider may change during the term of the Lease, at the Landlord's sole discretion. Management may increase or change the administrative service fees referenced above by giving Tenant 30 day's prior written notice of the change.

- 8. Use and Conduct.** Tenant may use and occupy the Premises for residential student housing purposes only, as a student at **Binghamton University** or other local educational institution of higher learning. Tenant may not conduct any commercial enterprise in the Premises. Tenant shall cooperate and adjust to the concept and requirements of living in a student residence environment and shall not allow any disruptive behavior or conduct in the Premises or any nuisance in the Premises. Tenant may not have any handgun, firearm, or weapon of any type or any explosive flammable or hazardous substance, or anything else of a dangerous nature in the Premises. Tenant may not allow the misuse of alcoholic beverages in violation of State law or Hayes Student Living rules and regulations, or the possession, use, sale or manufacture of illegal narcotics, marijuana, hypnotics, stimulants, hallucinogens or other similar known harmful or habit-forming drugs and/or chemicals in the Premises or at Hayes Student Living by Tenant or Tenant's guests.
- 9. Rules and Regulations.** Tenant, his guests and agents, shall comply with and abide by all of the Landlord's existing rules and regulations, and such future reasonable rules and regulations as the Landlord may from time to time at its discretion adopt, governing the use and occupancy of the Premises and any common areas and facilities used in connection with it (the "Rules and Regulations"). A copy of the existing Rules and Regulations is attached hereto and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this Lease and a violation of any of them shall constitute a breach of this Lease giving to the Landlord all the rights and remedies herein provided. In the event of conflict between the provisions of this Lease and the Rules and Regulations, this Lease shall govern.
- 10. Rental Application.** In the event the Tenant has submitted a Rental Application in connection with this Lease, he acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and the Tenant warrants to Landlord that the facts stated in the Application are true to the best of his knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy immediately and to collect from Tenant any damages, including reasonable attorney's fees, resulting there from.
- 11. Tenant's Obligations.** In addition to the other obligations of the Tenant under this Lease, during the term of this Lease, Tenant shall:
- a) use the Premises for residential use only and in a manner so as not to disturb his neighbors;
 - b) not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
 - c) keep the Premises, including, but not limited to, all plumbing fixtures, facilities and appliances, and yards used by Tenant in connection with the Premises in a clean, safe, sanitary and presentable condition;
 - d) comply with any and all obligations imposed upon Tenant by applicable building and housing codes;
 - e) dispose of all rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning recycling, garbage collection, waste and other refuse; use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises (Tenant shall be liable to Landlord for any damages caused by his failure to comply with this requirement);
 - f) not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to Tenant, to do so;
 - g) be responsible for and liable to Landlord for all damage to, defacement of, or removal of property from the Premises, whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, his agent, or of third parties not invitees of the Tenant, and natural forces;
 - h) permit Landlord or their agent to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and Tenant's compliance with the terms of this Lease; and (2) making such repairs, alterations, improvements or additions thereto as Landlord may deem appropriate;
 - i) not to abandon or vacate the Premises during the term of this Lease;
- 12. Intentionally Omitted**
- 13. Permitted Occupants.** The Tenant shall not allow or permit the Premises to be occupied or used by any person other than the Tenant and the other persons to whom the shared living area has been assigned by Landlord as may be allowed under New York State Law.
- 14. Maintenance and Repairs.** Landlord shall be responsible for all repairs and maintenance to the Premises, with the exception of (i) such repairs necessitated by Tenant's intentional or negligent misuse of the Premises which shall be the responsibility of Tenant; and (ii) the replacement from time to time, as needed, of batteries in the smoke detectors in the Premises which shall be the responsibility of Tenant. Tenant shall promptly inform Landlord, or their agent, in writing, of any necessary repairs which need to be performed by Landlord. Tenant shall keep the Premises and the items furnished by Landlord in good and clean condition. Tenant shall promptly reimburse Landlord for all costs for necessary repairs or replacements necessitated by Tenant's intentional or negligent misuse of the Premises or any items furnished by Landlord.
- 15. Acceptance of Premises.** Tenant acknowledges that he has inspected the Premises, the unit to be occupied and the common areas and he agrees that they are acceptable to Tenant as of the time of occupancy of the premises. The Landlord represents to Tenant that they are in a safe, fit and habitable condition and, where applicable, that the electrical, plumbing, sanitary,

heating, ventilating, air conditioning and other appliances furnished with the Premises are in good and proper working order at the time of the Tenant's occupancy.

- 16. Right of Entry.** Landlord can enter the Premises (a) by passkey or otherwise at all reasonable and necessary times for inspection, maintenance, housekeeping, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection; (b) at any time in an emergency, without liability to Tenant; (c) at times scheduled with Tenant to show the Premises to prospective tenants, lender, or purchasers; and (d) if Tenant defaults under this Lease and abandons the Premises.
- 17. Pets.** No pets shall be allowed to be kept in or about the Premises.
- 18. Alterations.** The Tenant shall not make any alterations, additions or improvements in or to the Premises or paint the Premises
- 19. No Assignment or Sublease.** Tenant shall not sublease the Premises nor assign this Lease nor allow anyone to occupy the Premises without prior written consent of Landlord.
- 20. Default/Landlord's Remedies.** In the event Tenant shall fail to perform any duty or condition of this Lease within ten (10) days of having received notice from Landlord to do so (except the notice shall be 3 days as required for failure to pay rent by the due date thereof), then Landlord, in addition to all other rights and remedies provided by law, shall have the right, to terminate this Lease and commence a summary eviction proceeding against Tenant. In the event Landlord terminates this Lease through a summary proceeding, he shall be entitled to collect any damages resulting from Tenant's default, including, but not limited to, any costs of re-renting the Premises, for the balance of the term, and a reasonable attorneys' fee, court costs and service of process fees. Upon any reentry pursuant to this paragraph, Landlord may, but shall not be obligated to, remove any personal property located in or about the Premises and store such property at Tenant's expense for a period of 30 days.
- 21. No Waiver.** No failure by Landlord to exercise any rights hereunder to which Landlord may be entitled shall be deemed a waiver of Landlord's right to subsequently exercise same. Tenant shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Landlord's failure to timely assert his rights. No acceleration of rentals, regardless how often occurring, which Landlord chooses to ignore by thereafter accepting rental or other performance by Tenant shall constitute a waiver of the right to thereafter accelerate rentals.
- 22. Parental or Sponsor's Guaranty.** Tenant may provide a guaranty signed by Tenant's parent or other sponsor in the form of the Guaranty of Lease. If Tenant delivers a forged or otherwise false or invalid Guaranty of Lease, then Landlord may pursue civil and/or criminal penalties in addition to its other remedies.
- 23. Eminent Domain and Casualties.** Landlord shall have the option to terminate this Lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty or if compliance with applicable building or housing codes requires an expenditure which, in the Landlord's reasonable opinion, is uneconomical.
- 24. Check-in and Check-out procedures.** Immediately preceding the Tenant's taking possession of the Unit, Resident may and Landlord shall conduct an inspection of the Unit and shall note on Move-in/Move-out report any defects or damages, and any other conditions observed. Landlord and Resident shall sign report as conclusive evidence of existing defects, damages, or conditions. Upon Resident's surrendering possession of the Unit at the termination of the Lease, Landlord shall note on Landlord's copy of the report the condition of the Unit, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Landlord to have occurred during Resident's occupancy and use of the Unit. Landlord and Resident shall sign the report as conclusive evidence of defects and damages existing at termination of the Lease. If Resident fails to sign the report or specifically dissent in writing to any damage or defect, the Resident waives the right to dispute any assessment of damages to the Unit.
- 25. Tenant's Insurance.** Tenant shall be required to carry renters insurance as outlined in the attached addendum. Tenant agrees to release and indemnify Landlord and his agents from and against liability for injury to the person of Tenant or to any members of his household, licensees, and invitees resulting from any cause whatsoever, except that Landlord will hold tenant harmless and indemnify tenant for such personal injury caused by the negligent, or intentional, acts of the Landlord or his agents.
- 26. Tenant's Duties Upon Termination.** Upon any termination of the tenancy created hereby whether by Landlord or Tenant and whether for breach or otherwise, Tenant shall: (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued; (2) vacate the Premises removing there from all his personal property of whatever nature; (3) properly sweep and clean the Premises, including refrigerators (unplug refrigerator when cleaned and emptied), stoves (including underneath stove top), plumbing fixtures, and sinks, removing there from all rubbish, trash and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when this Lease was executed, ordinary wear and tear excepted; (5) fasten and lock all doors and window; (6) return to Landlord the keys to the Premises; and (7) notify Landlord of the address to which the balance of the Security Deposit may be returned.
- 27. Holding Over.** If Tenant fails to surrender the Bedroom by the end of the Term, a charge in the amount of one percent (1%) of the last rent Installment will be charged for each day past the last day of the Term in which Tenant holds over. After termination or expiration of this Lease, this Lease shall not be deemed to have been renewed or extended and Tenant shall be deemed to be a Tenant at sufferance.
- 28. Notice.** All notices required under this Lease shall be in writing and shall be deemed properly served posted by certified United States mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing:

TO LANDLORD: **Hayes Student Living, 600 Country Club Road; G03, Vestal, NY 13850**

TO TENANT: Delivered to permanent address as provided on rental application and/or assigned unit address by Landlord.

Any properly addressed notice given herein by certified or registered mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Notices shall be deemed served upon posting. Any notice given herein by personal delivery shall be deemed delivered when received.

- 29. Law Applicable.** This lease is entered into in New York State and shall be construed under the laws, statutes and ordinances of such jurisdiction.
- 30. Severability.** The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Landlord's option in full force and effect.
- 31. Easements, Restrictions and Rights of Way.** The Premises are demised subject to all easements, restrictions and rights of way legally affecting the Premises.
- 32. Binding Effect and Complete Terms.** The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Landlord and Tenant and by their respective successors and assigns. All negotiations and agreements of Landlord and Tenant are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Landlord and Tenant.
- 33. Covenant of Title and Quiet Enjoyment.** Landlord covenants and warrants to Tenant that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord.
- 34. Construction of Lease.** This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of same.
- 35. Amendment of Laws.** In the event that subsequent to the execution of this Agreement any state statute regulating or affecting any duty or obligation imposed upon the Landlord or the manner in which Security Deposits shall be held, applied or refunded, is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed.
- 36. Non-Liability of Landlord.** Landlord, its officers, agents and employees, shall not be liable in any manner for any loss, injury or damage to Tenant, its agents and guest, including but not limited to, acts of theft, burglary, vandalism and assault. Tenant assumes all risk of loss or damage of Tenant's property within the Property or Premises which may be caused by water leakage, fire, windstorm, explosion or other cause, or by the act or omission of any other tenant in the Property. Tenant agrees to and hereby does indemnify and hold harmless Landlord, its officers, agents and employees from and against any and all claims for injury, loss or damages to person or property, regardless of cause, arising out of or resulting from damage, injury or loss alleged to have been sustained by Tenant; without in any way limiting or restricting the generality of the above, Landlord shall not be liable for any claims arising from acts of theft, burglary, vandalism, assault and other criminal activity committed on the Property. Notwithstanding the foregoing Landlord shall be liable for claims and injury caused by landlord's negligence, intentional acts, or omissions.
- 37. Damage or Destruction of Premises.** If, in the opinion of the Landlord, the Premises or Property should become untenable during the term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this lease, or move Tenant to similar accommodations within the Property and repair and restore the Premises or Property. In the event of such damage or destruction to the Premises or Property without the fault of Tenant, his agents or invitees, Tenant's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease, or does not furnish Tenant with similar accommodations within the Property. If damage or destruction of the Premises or its furnishings is determined to be the fault of the Tenant or Tenant's invitees, then Tenant and/or Guarantor agrees to pay for all repairs and damages (including replacement costs) beyond that attributed to normal wear and tear. This paragraph is in no way intended to diminish tenant's rights under applicable New York State Law.
- 38. Renewal.** If, prior to the expiration of Term, Tenant executes a binding lease with Landlord for the next succeeding designated term (a "New Lease"), the terms of this Lease shall continue in full force and effect (without, however, any obligation of Tenant to make any additional payment of Rent or Installment hereunder) until the beginning of the term provided in the New Lease (the "New Term"). Nevertheless, Tenant shall remain liable for all amounts of Additional Rent which may be or become due and owing hereunder prior to the commencement of the New Term.
- 39. Media.** Tenant agrees to allow Landlord permission to use, alter and publish photographs, reproductions, video, audio or likeness of residents and the Unit for use in media or related referencing to Landlord for the purpose of advertising the Community and hereby consents to such use.
- 40. Miscellaneous.** Failure of the Landlord to insist upon strict compliance with the terms of this Lease shall not constitute a waiver of Landlord's rights to act on any violation. In all references herein to Tenant, the use of the singular number is intended to include the appropriate number as the text of this Lease may require, and all gender references to male or female are intended to be gender neutral. This Lease and any attached addenda constitute the entire Lease between the parties and no oral statements shall be binding. Any amendment to this Lease, other than a change to the Rules and Regulations, must be in writing and signed by the party to be bound. Time is of the essence in the obligation under this Lease. Any addendum or Exhibits attached to this Lease are hereby incorporated by reference as a part of this Lease.
- 41. Re-Assignment of Lease.** In the event, for any reason, that the said property is sold or there is a change in the property managing entity as assigned by the owner, this lease may be re-assigned to the new property owner or management entity.
- 42. Mold and Mildew.** Tenant acknowledges that it is necessary for the Tenant to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Bedroom or Unit. Tenant agrees to clean and dust unit on a regular basis to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover heating, ventilation or air conditioning ducts in the Unit. Tenant also agrees to immediately report to the Management office: 1) Any evidence of a water leak or excessive moisture in

the Unit as well as any storage room or common area. 2) Any evidence of a mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area. 3) Any failure or malfunction of the heating, ventilation or air conditioning system in the Unit and 4) any inoperable doors.

43. Addenda: The following addenda (if applicable) are attached to this Lease and incorporated herein by reference:

_____ a. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards;

44. Terms. The terms Landlord, Management, Lessor, and Owner as used herein shall each mean "Landlord" as defined herein. The terms Tenant, Resident, and Lessee as used herein shall each mean "Tenant" as defined herein. The terms Unit and Apartment as used herein shall each mean "Unit" as defined herein.

Tenant: _____

Signature

Print Name

Date

Landlord: _____

Signature

Date

GUARANTY OF LEASE

IN CONSIDERATION OF, and to induce the execution and delivery of the aforesaid Lease, the undersigned (Guarantors) jointly and severally and coextensively with Tenant hereby unconditionally, absolutely and without limitation in time or amount, guarantee to the aforesaid Landlord the full and timely payment of all rent and other covenants, terms and conditions of the Tenant inuring to the Landlord under said Lease including any and all holdover periods or renewals or extensions thereof. Said guaranty shall include the payment of Landlord's expenses, including but not limited to attorney's fees, incurred in enforcing this Guaranty.

This Guaranty shall be a continuing Guaranty, not affected or diminished by any indulgence or extension of time that may be granted by the Landlord to the Tenant or by any amendment or modification of the Lease, or by the Tenant's discharge in bankruptcy or by any assignment or subletting of the Lease. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of this Lease, including any defense that Tenant lacks sufficient legal capacity to enter into the Lease.

Any notice or demand to the Tenant concerning any default or the exercise of any remedy of Landlord shall ipso facto be notice to the undersigned. The Landlord is not obligated, under the terms of this Guaranty, to seek or exhaust its remedies for default against the Tenant before recovering hereunder from the undersigned, and neither the release of any guarantors or release of any security for the Tenant's obligations under the Lease shall constitute a defense to Landlord's recovery hereunder as to any party not expressly released.

The undersigned acknowledges full knowledge of the terms and provisions of this Lease. This Guaranty shall be binding upon the heirs, personal representatives and assigns of the undersigned, and inure to the benefit of the Landlord's successors and assigns. Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord in respect of this Guaranty and hereby irrevocably appoints Tenant as its agent for service of process related to this Guaranty. Grantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. The Lease and this Guaranty shall be governed by and interpreted under the laws of the State of **New York**.

Guarantor: _____ (Print Name)	Street: _____
By: _____ (Guarantor Signature)	City, State, Zip: _____
Date: _____	Work Phone: _____
Relationship to Resident: _____	Social Security: _____
Email: _____	Gross Monthly Income: _____
Driver's License #: _____	DL State: _____
Resident's Name: _____	Unit: _____

Tenant Initials _____

Guarantor Initials _____

RULES AND REGULATIONS

These Rules and Regulations are incorporated by reference into the Lease Agreement between Landlord and Resident and are a part thereof. They are promulgated for the purpose of preserving the welfare, safety, and convenience of Residents in Hayes Student Living and for the purposes of making a fair distribution of services and facilities for all Residents, and for the purpose of preserving Landlord's property from abusive treatment.

1. Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted in the Premises or about Hayes Student Living. Residents are to notify Landlord of any such activity.
2. Residents shall not hang or erect anything on or about the exterior of the Premises or Hayes Student Living, nor place nails, hooks, etc. on exterior walls of the Premises or Hayes Student Living. Residents are encouraged to use good taste when decorating. Posters should be secured to walls using push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using proper picture hanging hooks that do not penetrate through the entire dry wall boards. Seek assistance from the Hayes Student Living maintenance staff if you have any questions. All interior and exterior doors of the Premises and Hayes Student Living shall remain free of nails, stickers, or any other additions to the original surface. To avoid marring the facilities, no posters or flyers are to be posted on exterior building walls, windows, or doors.
3. Pets or any animals are prohibited from being brought into the premises of Hayes Student Living. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit seeing-eye dogs in Hayes Student Living for the visually impaired. In the event of a violation of this rule, \$150 fine will be assessed against the Resident, and Landlord, at its discretion, may declare the Lessee in Default. In the event of a subsequent violation, a \$200 fine will be assessed against Resident and the Landlord will declare the Lease to be in default. Pets must be removed from the premises immediately. Landlord may remove any unauthorized pet if one day's written notice of intent to remove the pet is left in a conspicuous place in the apartment. Landlord may turn the pet over to a humane society or local authority.
4. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Residents are to vacate the premises immediately. Residents will be instructed by Hayes Student Living staff or local fire officials when they will be allowed to return to their apartments. Residents who do not vacate their apartments during a fire alarm are subject to disciplinary action. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Lease Agreement. At lease commencement Landlord will test the smoke detectors in premises for proper operation and working batteries. Upon notification by Resident Landlord will replace batteries. Tampering, disconnecting or altering smoke detectors will result in a \$100.00 fine. Any violation is a default under the Lease which would entitle Landlord to declare a default and pursue all remedies provided to Landlord.
5. Fire code prohibits storage or use of barbecue grills in or on any building, walkway, stairway or balcony. Grills found on the premises will be disposed of by Landlord. Community grills, if provided, are available for Residents only. Grills and grill area should be left clean for use by others.
6. The use of candles and Halogen lamps on the Premises is not permitted.
7. The following items are prohibited in Hayes Student Living:
 - a. Decals and stickers (with the exception of security ID stickers) which may cause damage to painted walls, windows, and other surfaces.
 - b. Stolen property such as construction barriers, street signs, newspaper machines, etc.
 - c. Darts, dart boards, and liquid-filled furniture because of potential damage to the facilities.
 - d. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
 - e. Firearms, fireworks, and dangerous weapons because of the potential danger to other students. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, handbillies, nun chucks, switchblades, explosives and dangerous chemicals.
 - f. Appliances not provided by management (such as hotplates, indoor grilling machines, washers, dryers, dishwashers, etc.) because of electrical and plumbing problems.
 - g. Aerials, masts and other short wave radio transmitting equipment because of FCC interference regulations and safety precautions.
 - h. Live-cut Christmas trees because they constitute a fire hazard.
 - i. Drug paraphernalia because they are associated with the use of illegal substances. This includes, but is not limited to bongs, hash pipes, blow tubes and water pipes. If prohibited items are observed in an apartment, the items will be confiscated and disciplinary action may be initiated.
 - j. Space heaters and other heating devices present a fire hazard and are prohibited.
 - k. Motorcycles, motor scooters, mopeds, or other internal combustion engines inside or adjacent to or buildings.
8. Some small appliances, such as radios, televisions, and irons are permitted.
9. Dehumidifiers in all Units, if equipped, must remain in the "on" position and placed on low and set to "5" at all times.
10. Landlord recognizes the right of Resident to entertain friends and have guests. Resident, members of Resident's family and guests shall at all times conduct themselves in an orderly manner, and shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of the other Residents. Residents will be held responsible for the conduct of their visitors and guests; however, the privacy and right to normal use of the Premises by Resident's roommate must be respected by Resident

when entertaining visitors and guests. Residents of the same sex may visit overnight when it can be arranged with the management for a period not to exceed two consecutive nights.

11. It is understood that Resident may have visitors or guests from time to time, but Resident expressly understands that occupancy of the Premises is limited to Resident and that guests must adhere to the rules and regulations and respect the rights of roommates. Any person occupying or otherwise staying in Resident's room or suite as a guest for more than two (2) consecutive days shall be deemed a guest only if the prior written consent to such occupancy or stay is secured from Landlord, except that, under no circumstances, may such person's stay in the room exceed five (5) days. In recognition that the Premises are primarily for Resident's occupancy relative to Resident's enrollment at a University for educational purposes, Resident may not request permission for a guest to stay in Resident's room beyond two (2) consecutive days any more than four (4) times during the Lease Term. Resident's failure to observe the above requirements shall constitute a default by the Resident and entitle Landlord to exercise its rights and remedies hereunder.
12. All radios, televisions, stereo equipment or any other appliances or items which generate noise or sound, shall be turned down to a level that does not annoy or interfere with the quiet enjoyment of the other Residents and cannot be used on balconies.
13. No percussive or electronically amplified musical instruments may be played on the Premises. Non-electronically amplified acoustic instruments may be played in the Premises or in Hayes Student Living at level that does not annoy or interfere with the quiet enjoyment of the other Residents.
14. No incense or other odor producing items shall be used in or about the Premises. It is understood by Resident that offensive noises and odors are expressly prohibited.
15. Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. Bicycles may be parked or stored only in the areas provided for bicycle parking. Bicycles may not be chained to any exterior railings, trees, light poles, or any other structure. Bicycles may be removed from such areas by Landlord and a \$25.00 removal fee will be charged to the owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles. Exterior doors are not to be propped open at any time except when moving in a heavy item, in which case the exterior door should be closed securely immediately upon completion. If any exterior door is found to be propped open, Landlord reserves the right to assess a charge of \$10 to each resident of the building.
16. Residents will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure.
17. QUIET HOURS are in effect 24 hours a day, seven days per week. All Residents shall comply with QUIET HOURS and COURTESY HOURS in the community as posted, and shall comply with all rules and regulations as posted from time to time for use of the recreational areas. No guests or visitors shall be authorized in the recreational areas except when accompanied by Resident.
18. All organized parties must be planned in advance with and be approved in writing by Landlord.
19. The decision to drink, and how much, is a personal one. Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances. Without exception, the consumption of alcohol and/or the presence of any open container of alcohol shall be permitted in Hayes Student Living only in individual Resident Units.
20. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that Resident removes or damages the window screen a charge of \$25.00 will be imposed for each offense, and payment must be made within ten (10) days from date Resident receives notice of the charge. Any Resident throwing anything, placing or hanging anything, out of their balcony will be in default under this Lease.
21. All trash and refuse from Resident's Unit should be placed in parking lot dumpsters provided by Landlord and not left in the Premises or in any of the common areas, hallways, or similar places in Hayes Student Living. Residents SHOULD NOT deposit room or apartment trash in litter receptacles located throughout the grounds or building since these are intended for litter, not apartment trash or garbage. Residents should deposit items to be recycled in the appropriately designated recycle receptacles in the laundry room. A \$25.00 service charge will be immediately due and payable by Resident(s) for any refuse which is left outside Residents' unit, placed in litter receptacles, or left elsewhere on the Premises.
22. It is the responsibility of the Resident to clean and maintain her/his Unit in a sanitary and safe condition.
23. Parking is by permit only in specified areas. Possession of a parking permit does not guarantee the availability of a space. Parking double, in fire lanes, in staff spaces or spaces assigned to other Residents will result in the vehicle being ticketed or towed at vehicle owner's expense. Landlord is not responsible for damage that may occur during towing. Vehicle reconditioning, repair, maintenance (including changing of oil or changing tires) is not permitted on site. Washing cars is not permitted unless designated at a specific time and area by manager. Vehicles deemed inoperable or in disrepair by management, may be removed at owner's cost if one day's written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle.
24. Speed limit for motor vehicles is not to exceed 5 MPH. Pedestrians have the right of way.
25. No furniture is to be removed from public areas and Residential units. Removal of such will be considered disorderly conduct or theft and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.
26. At certain times if a Resident is accompanied by a guest, the guest must surrender valid I.D. and sign in before entry.
27. Locks may not be altered, changed or added by Residents under any circumstances. Keys and Electronic Access Cards are the property of Landlord and must be returned to Landlord at the end of Resident's occupancy. Duplication of keys is prohibited. Charges of \$10.00 per key will be made for each key that is damaged or lost. Charges of up to \$75.00 will be made to re-key

the entire apartment due to a lost key, depending upon the number of locksets. Landlord may, from time to time and without prior notice, change locks on an apartment for security purposes. Residents will be instructed to exchange keys at the leasing office. In the event of any missing apartment keys, the responsible Resident shall pay for the lock change of the entire apartment.

28. No recreational or sporting games in any form are permitted in the buildings, breezeways, or parking lots.
29. No storage for unwanted furniture is available. Residents will be held responsible for furniture returned to its original position prior to checkout. No furniture may leave the premises at any time.
30. Baby-sitting is not allowed in Hayes Student Living with the exception of the children of Hayes <COMPANY> Residents. Section 8 of the Lease Agreement, Use of Premises, prohibits any commercial or business activity within the apartment units.
31. The use, sale, or distribution of illicit drugs will not be tolerated. Residents or guests caught using or soliciting drugs will be turned over to the appropriate criminal or university authorities. Residents or guests caught or suspected of using drugs will face disciplinary action including the possibility of eviction. Contraband inspection services utilizing contraband detection canines will be conducted on an unannounced basis. Communal areas, individual rooms and automobiles shall be subject to inspection.
32. Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes "any act that injures, degrades, disgraces, any fellow student or person." Pledging activities are prohibited.
33. All signs, posters or other items must be approved by Landlord before they may be posted in any public area. Approved materials must be posted in approved areas.
34. Laundry facilities are for Residents' use only.
35. Throwing, dropping, or hanging any and all objects from windows and balconies in Hayes Student Living constitutes a danger to other Residents and the facilities and is expressly prohibited. Residents that throw, drop or suspend any objects, including but not limited to Frisbees, balls, paper gliders, etc., will be subject to immediate eviction.
36. If a Tenant is removed from the Premises for any reason, said Tenant will not be allowed back on the Premises for any reason, including as a guest or visitor of another tenant.
37. Tenant shall not install or allow to be installed in any ceiling or wall light fixture provided by Landlord, a light bulb in excess of sixty (60) watts, unless such fixture contains a specific statement by the manufacturer that an increased wattage is permitted. Tenant acknowledges that such ceiling or wall fixtures are not designed to accommodate any wattage in excess thereof.

EXCEPT AS TO FINES SPECIFICALLY SET FORTH IN THESE RULES AND REGULATIONS, LANDLORD MAY IMPOSE A FINE OF NOT MORE THAN \$100 FOR ANY VIOLATION OF THESE RULES AND REGULATIONS. ANY VIOLATION OF THESE RULES AND REGULATIONS ALSO CONSTITUTES A DEFAULT UNDER THE LEASE AGREEMENT AND SHALL ENTITLE THE LANDLORD TO PURSUE ALL REMEDIES AVAILABLE TO LANDLORD PURSUANT TO SAID LEASE. LANDLORD'S DETERMINATION OF A VIOLATION SHALL BE FINAL.

RESIDENT ACKNOWLEDGES THAT RESIDENT HAS READ THESE RULES AND REGULATIONS PRIOR TO EXECUTING THE LEASE AGREEMENT AND RESIDENT AGREES TO ABIDE BY THESE RULES AND REGULATIONS DURING THE TERM OF THE LEASE. RESIDENT ALSO ACKNOWLEDGES THAT LANDLORD EXPRESSLY RESERVES THE RIGHT TO PROMULGATE ADDITIONAL RULES AND REGULATIONS APPLICABLE TO <COMPANY> AND TO AMEND OR MODIFY ANY RULE OR REGULATION CONTAINED HEREIN AS LANDLORD FROM TIME TO TIME DETERMINES TO BE APPROPRIATE.

Tenant Initials: _____

ADDENDUM TO LEASE AGREEMENT

Pursuant to Section 25 of the Lease Agreement, Tenant shall be required to carry renter's insurance. The requirements are as follows:

Tenant shall carry an HO4 Tenant Homeowners Policy. The policy will provide replacement cost coverage on the Tenant's personal property in an amount that will insure the Tenant for loss to any personal property that is owned, or for which Tenant is responsible. The liability limit of coverage will be not less than \$300,000 each occurrence.

Furthermore, it is understood and agreed that the Tenant is responsible for all personal property owned, or for which Tenant is responsible, and Tenant waives all rights of subrogation against the Landlord or the Landlord's representatives as respects to any insurance policies insuring the Tenant.

If the Tenant provides written proof of coverage of tenant's property and liability coverage under a parent's homeowner's policy, the Tenant's H04 policy will not be required. However, the Waiver of Subrogation would still be applicable.

AGREED:

Tenant

Date