

LEASE AGREEMENT
(College Housing Full Apartment)

The parties signing below agree as follows:

Date of this Lease: As of _____, 20__

Parties to this Lease and their addresses:

Landlord: **Lyon I LLC**
Address: **P.O. Box 1844**
Plattsburgh, New York 12901-0260

Tenant ("You") Name: (1) _____ SSN: _____
(2) _____ SSN: _____
(3) _____ SSN: _____
(4) _____ SSN: _____
(5) _____ SSN: _____

Address (Home): (1) _____

(2) _____

(3) _____

(4) _____

(5) _____

Home Phone Number: (1) _____ Tenant Cell: _____
(Parents) (2) _____ Tenant Cell: _____
(3) _____ Tenant Cell: _____
(4) _____ Tenant Cell: _____
(5) _____ Tenant Cell: _____

If there are more than one Tenant the word "Tenant" used in this Lease includes all of them.

1. Term.
Number of Semesters: _____
Beginning: _____ Semester, 20__ (2 Days before start of PSU Semester)
Ending: _____ Semester, 20__ (2 Days after end of PSU Semester)
PSU refers to Plattsburgh State University. **In no event shall the Term begin earlier than 24 hours after all previous tenants have vacated the Premises. This is to allow for apartment cleaning.**

2. Premises Rented.
The term "Premises" when used in this Lease means the unit or apartment described below, as well as any furniture, fixtures, or equipment supplied with it and non-exclusive use in common with others of any parking or other commons areas on the property of which the unit is a part.

Address: _____
Plattsburgh, NY 12901

Unit: _____

Tenant acknowledges receipt of _____ keys and agrees to return all keys to the Landlord at the end of the Lease.

3. Rent.

Total rent per this lease is \$ _____. You will pay the Rent to Landlord according to the following schedule:

[] First Semester Rent is \$ _____ and is due on _____, 20_____.

[] Second Semester Rent is \$ _____ and is due on _____, 20_____.

[] Monthly Rent is \$ _____ and is due on the First of each month beginning _____, 20_____.

In any event, all semester rent is due on or before the semester begins and Tenant occupies the home; except if Tenant has provided Landlord a New York State loan or grant letter equaling or exceeding the Rent and an original parent guarantee, in which event the Rent is due five days after the receipt of the loan or grant by Tenant.

Rents are payable by check to the Landlord at the above address. A \$35.00 fee will be charged for returned checks. If rent is not paid by the dates mentioned above, a late fee of \$125.00 per semester will be added to the rent. Students providing a NYS loan or grant date, have 30 days from stated date before incurring a late fee of \$125.00.

4. Deposit.

It is agreed that a total deposit for all Tenants of \$ _____ is to be made at the signing of this Lease and is to be held as collateral for the performance of the obligations of Tenant under this Lease and as a damage deposit, to compensate Landlord for damage by Tenant to the Premises, the unit or apartment the property of which the Premises are a part, failure to pay rent, failure to return keys, or failure of Tenant to meet any of its other obligations under the Lease. The deposit is to be refunded with a written explanation of charges or deductions within 60 days of the termination of the Lease, provided that the Premises are left in as good condition and order as they were at the beginning of the Term, reasonable wear and tear excepted; and provided that all other obligations and the Lease are met in full by Tenant. Tenant agrees that any money withheld by the Landlord for damage shall to the extent possible be allocated equally among the Tenants, unless one or more Tenants' deposit is exhausted. If damages exceed the Deposit, Tenants agree that their deposits are not the limit of their responsibility to the Landlord.

5. Agreement to Lease and Pay Rent.

Landlord leases the Premises to Tenant for the Term. Tenant agrees to pay the Rent and other charges as required in this Lease; and agree to do everything required of you in this Lease.

6. Default.

If Tenant fails to pay the Rent or any part of the Rent when it becomes due, Landlord may sue You for it, or re-enter the Premises, or use any legal remedy. It is agreed that this is a multiple occupancy rental unit and that in the event any Tenant fails to fulfill his or her obligation, You and the remaining Tenants, each jointly and severally, are fully responsible for Rent and other obligations under this Lease. Costs incurred for eviction or collection will be paid by Tenant, including attorneys' fees.

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

- (1) Failure to pay rent or added rent on time;
- (2) Improper assignment of the Lease, improper subletting or part of the Apartment;
- (3) Improper conduct by Tenant or other occupant of Apartment; or
- (4) Failure to full perform any other term of the Lease.

B. If Tenant fails to correct the defaults in Section A. within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date, the Term and Tenants' rights in this Lease automatically end and Tenant must leave the Apartment and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages, and losses.

C. If the Lease is canceled, or rent or added rent is not paid on time, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:

- (1) Enter the Premises and remove Tenant and any person or property;
- (2) Use dispossess, eviction or other lawsuit method to take back the Premises.

D. If the Lease is ended or Landlord takes back the Premises, all rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Premises and any thing in it for any term. Landlord may re-rent for a lower rent and give all allowances to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is found to be invalid or illegal, the rest of this Lease remains in full force.

7. Subleasing or Assigning.

Subletting or assigning of the Premises is prohibited without written approval of the Landlord. Any subtenant or replacement tenant must place his own Deposit with Landlord, and sign a lease with Landlord.

8. Utilities.

Landlord will pay for water, sewer, garbage collection and driveway plowing. **Tenant will pay for electricity, telephone and cable television; and will arrange with the Plattsburgh Municipal Lighting Department (518-563-7704), located at 6 Miller Street, Plattsburgh, to establish service and to arrange for the electric bill to go directly to the Tenant. If electric service is not changed, or reverts back to the Landlord, Tenant owes Landlord for the apartment electric bill plus a \$25.00 Service Fee; which will be added to the rent.** Tenant agrees to set the thermostats for heat no lower than 50 to protect the water pipes from freezing at all times during the term of this Lease including vacations and semester breaks.

Landlord may stop service of the plumbing, heating, air conditioning or electrical systems because of accident, emergency, repairs or changes until the work is complete. If Landlord is unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

9. Appliances.

Landlord will provide one range and one refrigerator for the Premises.

10. Liability.

It is agreed that Landlord is not responsible for loss of personal property of Tenants' by theft, fire, water damages, or other cause. Tenant will obtain his own renter's insurance policy.

Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests or invitees.

11. End of the Term.

Tenant agrees that at the end of the Term he will surrender the Premises in as good condition as now, except for ordinary wear and tear.

12. Changes.

This Lease can be changed only by an agreement in writing signed by the parties to the Lease.

13. Quiet Enjoyment.

Landlord agrees that if Tenant pays the Rent and is not in default under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease; except that in the event of fire or other casualty to the Premises not caused by Tenant, Landlord may terminate this Lease and refund the unused portion of the Rent.

14. Alterations.

Tenants agree that the Premises will not be altered in any way and nothing will be attached to interior walls, exterior walls, decks, porches, or stairways. If paintings or posters are hung, holes will be repaired. You must obtain Landlord's prior written consent to install any paneling, flooring, "built in" decorations, or make any alterations, paint or

wallpaper the Premises. Tenant must not change the plumbing, ventilation, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord, and shall remain with and as part of the Premises at the end of the Term.

15. Rules.

- A. It is agreed that Tenant will be responsible for all housekeeping and will keep the Premises in a neat and orderly manner.
- B. It is agreed that the Landlord can enter the Premises for repairs or inspection during reasonable hours without written notice; and for emergency purposes at any time without notice.
- C. **If Tenant chooses to have a personal lock, a key must be provided to the Landlord.**
- D. Tenants agree to use the Premises in a quiet and peaceful manner as not to disturb other tenants in the building or the neighbors.
- E. Tenants agree not to maintain a public nuisance and not to conduct a business or commercial activity on the Premises.
- F. Tenants shall register all cars with the Landlord by providing vehicle description and license plate number.
- G. **All garbage must be placed "In Garbage Bags," and the bags placed in proper containers while in the apartment and removed from the apartment in a timely manner, and placed outside in trash barrels provided by the Landlord.**
- H. **Basement and attic storage areas are Not Included in this Lease.**
- I. Garages are not included in this Lease.
- J. Parties that cause a gathering of non-residents in the Premises are strictly prohibited.
- K. Tenants agree to maintain steps and stairways to their dwelling unit free from snow and ice at all times. Landlord will plow driveway and sidewalk.
- L. No illegal activities are permitted on Premises.
- M. Only toilet paper is to be flushed down toilets.
- N. Smoking is not allowed inside any unit.
- O. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.
- P. No furniture may be placed or kept on the front or back porches, or anywhere on the exterior of the dwelling or the Premises.
- Q. No window mounted air conditioning unit may be placed on or used in the Premises.

16. Pets.

No pets may be kept on the Premises; except with the written permission of the Landlord. At the start of this Lease the Landlord approves the keeping of the following pet in the Unit:

CHECK ONE: [] None; or [] _____ . Landlord's initials _____ .

Permission to keep a pet after the start of this Lease must be given by Landlord in a written addendum to this Lease, signed by the Landlord.

17. Mold and Mildew.

- A. Tenant acknowledges that it is necessary for Tenant to appropriately control the Premises and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant shall: (1) maintain the Premises in clean condition, dust the Premises on a regular basis and remove any visible moisture accumulation in on the Premises, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and (2) not block or cover any of the heating, ventilation or air-conditioning ducts in the Premises and keep climate and moisture in the Premises at reasonable levels.
- B. Tenant shall promptly notify management in writing of the presence of the following conditions (1) any evidence of a water leak or excessive moisture or standing water inside the Premises or in any common Area or garage; (2) any evidence of mold or mildew-like growth in the Premises that persists after Tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach, (3) any failure or malfunction in the heating, ventilation and air condition systems or the laundry equipment, if any, in the Premises; and (4) any inoperable doors or windows.

18. Guarantees.
The guarantees, if any, attached to this Lease are incorporated into and made a part of this Lease.

Signatures: The parties have signed this Lease as of the date at the top of the first page. Signatures may be made in counterparts.

LANDLORD

TENANTS

Lyon I LLC

1. _____

By: _____

2. _____

Name: Derek M. Mercury (518.569.9229)

3. _____

Its: Manager

4. _____

5. _____

LEASE GUARANTY

In consideration of the execution of the above Lease by Landlord to let premises in the City of Plattsburgh, New York, to the Tenants named in the Lease, the undersigned, ("Guarantor") hereby guarantees the prompt and faithful performance by Tenants of the Lease and all the terms, covenants and conditions thereof, including but not limited to, the payment by Tenant of the rental, additional rental and all other sums to become due hereunder.

Guarantor agrees that (i) no extension, forbearance or leniency extended by Landlord to the Tenants shall discharge Guarantor (ii) Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the said Lease and Guarantor shall not be released thereby, (iii) Guarantor is bound by each and every covenant and obligation in the Lease, it being specifically understood and agreed by Guarantor that its liability hereunder shall be primary, and that in any right of action which may accrue to the Landlord under said Lease, the Landlord may, at Landlord's option, proceed against the undersigned with or without having commenced any action against or having obtained any judgment against the Tenant or one or more of the Tenants. In addition to sums due under the Lease, Guarantor shall pay to Landlord any costs of collection incurred by Landlord in enforcing this Guaranty, including without limitation court costs and attorneys' fees.

IN WITNESS WHEREOF, the undersigned hereunto sets his hand and seal the ____ day of _____, 20__.

Guarantor Name

Address

SSN

Guarantor Name

Address

SSN