

## Rental Agreement

This agreement, dated \_\_\_\_\_ is between "Owner", Jerry Osterhoudt of 6030 State Highway 23, Oneonta, NY 13820, and 11 Clinton Avenue, Cortland, NY 13045; and Tenants \_\_\_\_\_ concerning the rental of \_\_\_\_\_ under the following terms and conditions:

1. **TERM**-from \_\_\_\_\_ to \_\_\_\_\_
2. **RENT**-for the sum of \$ \_\_\_\_\_ / \_\_\_\_\_, due on or before the \_\_\_\_\_ day of \_\_\_\_\_ and the \_\_\_\_\_ day of \_\_\_\_\_ for a total of \$ \_\_\_\_\_.
3. **POSSESSION**-If a previous Tenant fails to deliver possession on the date the term is to commence or if construction by Owner has not been completed, then the term shall begin when the Owner is able to give possession, and the rent shall be abated until possession is given. Owner shall not be held liable for any damages Tenants suffer as a consequence, nor shall this agreement be considered void unless Owner is unable to deliver possession within 15 days following the commencement date. The ending date of the term will not change.
4. **FORM OF PAYMENT**-Cash handed directly to Owner; or personal check, cashier's check, or money order made payable to Owner.
5. **PAYMENT PROCEDURE**-Cash handed directly to Owner, check by mail addressed to Owner at 6030 State Highway 23 Oneonta, NY 13820, or in person at Owner's office, residence, or Tenant's rental unit.
6. **ADDED RENT**-Tenants may be required to pay other charges to Owner under the terms of this agreement. They are to be called "added rent", and shall be payable as rent. If Tenant fails to pay added rent on time, Owner shall have the same rights against Tenants as if it were a failure to pay rent.
7. **LATE FEES**-Owner expects Tenants to pay rent promptly. If rent, or any part thereof, is more than four (4) days late, a late charge of \$10.00/day shall be imposed. This late fee shall become added rent and become due along with rent. At Owner's option, the usury rate of interest may be substituted for late fees.
8. **RETURNED CHECKS**-Any rent payment checks that are returned by the bank for non-payment or any other reason shall cause the collection of a \$25.00 fee from the Tenant. This fee shall become added rent and become immediately due.
9. **SECURITY/DAMAGE/CLEANING DEPOSIT**-henceforth referred to as "deposit". The deposit for this rental Unit shall be \$ \_\_\_\_\_. Owner may withhold from this deposit only what is reasonably necessary to cover any Tenant default, such as, but not limited to, failure to take possession, damages to the premises, extra cleaning costs following Tenant's departure, or unpaid rent and other accrued and unpaid charges. The amount of damages Tenant is liable for is not limited to the amount of the deposit. In no event shall the owner be deprived of any other remedy, whether by law or reserved by the terms of this agreement. Tenants agree that the Security/Damage/Cleaning Deposit shall NOT be accepted as a substitute for rent.
10. **REFUND OF TENANTS' DEPOSITS**-Owner loves to refund deposits because Owner loves no damages! Deposits shall be returned only at the end of the rental term and after the following conditions have been met:
  1. NO DAMAGES! except normal wear and tear, evaluated by Owner.
  2. Tenants have vacated the premises and removed all belongings.
  3. Tenants have returned all keys in good, working condition.
  4. The Tenant/Landlord Inspection Checklist has been completed and signed.
11. **LAWFUL USE**-Tenants agree that they will not themselves engage in any illegal activities, nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities.
12. **INSURANCE CONSIDERATIONS**-Tenants agree that they will do nothing on nor to the premises, nor keep anything on the premises, which would constitute a nuisance or an endangerment, or invalidate or increase any insurance policy on or with respect to the premises. Neither will they allow anyone else to do so.
13. **HAZARD INSURANCE**-The Owner shall be responsible for carrying hazard insurance on the structure only. Tenants are responsible for purchasing "renter's insurance" on their personal belongings if Tenants desire such protection.
14. **INJURIES TO PERSONS OR PROPERTY**-Tenants agree that unless it is caused by Owner's negligence, Owner is not responsible or liable for any loss, expense or damage to persons or property involving Tenant, Tenant's family or guests, including injuries caused by ice and snow, sewage or electrical problems, burst pipes, steam or gas, due to the carelessness or negligence of Tenant, Tenant's family, or invitees, or any other cause.
15. **TENANT INSPECTION**-Tenants have inspected the dwelling and its contents and agree that they are in good order and repair, as are the electrical, plumbing, and heating systems. Tenants accept premises in "as is" condition.
16. **PAINTING**-Owner reserves right to determine when painting will be done. Applicable codes will be adhered to.
17. **PETS**-No pets are allowed! In the event Tenants are found to have a pet on the premises, this shall constitute a material breach of this agreement. At his option, the Owner may terminate this agreement and order Tenants to quit the premises; or Owner shall charge \$100.00 monthly as additional rent until pet is removed from the premises. This additional rent shall become due on the first day of the following month.
18. **RESPONSIBILITY**-All persons who sign this agreement are responsible for all the conditions herein, both jointly and severally to Owner.
19. **PEACE AND QUIET**-Tenants are entitled to the quiet enjoyment of their own dwelling, and their neighbors are entitled to the same. Tenants agree that noise shall not exceed considerate levels conducive to multiple family dwelling life. Levels evaluated by Owner.

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**20. EXITS**-Tenants agree to keep all fire exits and public halls clear of obstructions.

**21. TELEPHONE**-If and when Tenants have telephone service installed in their rental unit, or cell service, they agree to furnish Owner with number within 5 calendar days. When divulging the number, Tenants shall advise Owner if the number is unlisted, in which case, Owner agrees to take reasonable precautions to keep it out of the hands of third parties.

**22. KEROSENE HEATERS**-Kerosene heaters are prohibited by law for use in multi-family dwellings.

**23. ALTERATIONS**-Tenants are not permitted to make alterations to premises without prior written approval from the Owner. Except for approved thumb tacks, approved paneling pins, approved reusable adhesive (i.e., 'FunTak' by DAP), approved drapery fasteners or approved curtain fixtures, no other nails, screws or fasteners may be driven, screwed or otherwise placed in the walls, woodwork, or any other part of the apartment or building. Any alterations or improvements made to the premises, such as; shelves, window treatments, hooks, or locks that cannot be removed without disturbance, molestation, or injury shall become a permanent fixture, and remain a part of the premises.

**24. DAMAGES**-Tenants are responsible for breakage and/or damage to premises caused by accident, negligence, vandalism or deferred maintenance resulting from failure of prompt notification to the Owner of needed repairs.

**25. ACCESS**-Tenants agree to allow Owner to inspect the rental unit, maintain or repair it, or show it to prospective tenants, purchasers, lenders, inspectors, or workers at all reasonable times. Prior notice will be given except in cases of emergency.

**26. LIQUID-FILLED FURNITURE**-Tenants agree not to keep any liquid-filled furniture in this dwelling without first obtaining Owners' written permission.

**27. INCONVENIENCE DUE TO REPAIRS**-No claim shall be made by, or compensation paid to the Tenants by reason of inconvenience, annoyance, loss or damage arising from the necessity of repairing any portion whatsoever of the building, its equipment, or appliances, however the necessity may occur.

**28. TRASH**-Tenants agree to dispose of their ordinary household trash by placing it into a receptacle for periodic collection. They agree to dispose of their extraordinary household trash, such as Christmas trees, damaged furniture, broken appliances, and the like, by compacting it so that it will fit inside their trash receptacle or by hauling it away themselves or by paying someone else to haul it away. Tenants agree to keep yards, garbage areas, and halls clean and free of debris.

**29. RECYCLABLES**-Tenants understand and agree to be responsible and liable for cleaning and separating recyclables from the trash in accordance with local codes and ordinances.

**30. DRAIN STOPPAGES**-As of the date of this Agreement, Owner warrants that the building's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God.

**31. SUBLET/ASSIGNMENT**-Tenants shall not sublet the entire premises or any part thereof, nor shall they assign this agreement without prior written permission from Owner. Subletting policy is available upon request. Owner shall not withhold permission unreasonably.

**32. HOLDING OVER**-If Tenants remain on the premises following the date of their termination of tenancy, they are "holding over" and become liable for rent in accordance with new rental schedules.

**33. SERVICE OF PROCESS**-Every Tenant who signs this Agreement agrees to be the agent of the other Tenants and occupants of this dwelling and is both authorized and required to accept, on behalf of the other Tenants and occupants, service of summons and other notices relative to the tenancy.

**34. VACATION OF PREMISES**-If Tenant vacates the premises, entire balance of rent for remainder of rental term shall become due and payable. Tenants shall not return to premises after possession is given to Owner by Tenant or court order.

**35. PARENTS/FINANCIAL SUPPORTERS**-Tenants that are under 21 years of age, or who are not financially self-sufficient, must also have their parents or financial supporter sign this agreement and guarantee the performance thereof.

**36. BANKRUPTCY**-If Tenant files for bankruptcy, Owner may give Tenant 30 days notice of cancellation of the term of this Agreement.

**37. ATTORNEY'S FEES**-Tenants agree to pay the Owner all reasonable attorneys' fees and all other costs incurred by the Owner in connection with the Owner's enforcement of the terms of this Agreement.

**38. TERMINATION**-If the Owner terminates this Agreement due to the improper performance of Tenants, that termination shall not affect any liability of the Tenants to the Owner at the time of termination for any past due rent or any past or prospective damages to which Owner may be entitled.

**39. NON-PAYMENT**-Owner has the right to report any default in payment to the Credit Bureau.

**40. MISREPRESENTATIONS**-If Tenant has made any substantial misrepresentations in the Rental Application, Owner can treat that as an act of default.

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**41. NUMBER OF OCCUPANTS**-The maximum number of occupants for rent set forth above shall be \_\_\_\_\_. Each additional occupant shall pay \$\_\_\_\_\_ per \_\_\_\_\_. No one other than signed lessees with approved rental applications have any rights to occupancy.

**42. UTILITIES**-Both the Owner and Tenants agree that the electric and gas service shall be left on during the entire rental term. The bill shall be paid by the appropriate party in accordance with sections 43 and 44. In some cases, lighting in basement may be wired to Tenant's meter. Tenants agree to this arrangement. Previous usage and projected budget estimates and meter reading areas will be provided upon request.

**43. OWNER SHALL PROVIDE:**  stove      \_\_\_ heating fuel       hot water heater       refrigerator  
\_\_\_ hot water      \_\_\_ cooking fuel      \_\_\_ dishwasher      \_\_\_ trash removal\*  
\_\_\_ electricity       furnishings (see Tenant/Landlord Inspection Checklist)  
\_\_\_ other \_\_\_\_\_

**44. TENANTS SHALL PROVIDE:** \_\_\_ heating fuel      \_\_\_ hot water fuel      \_\_\_ furniture      \_\_\_ trash removal\*  
\_\_\_ electricity      \_\_\_ cooking fuel       replacement light bulbs  
\_\_\_ other \_\_\_\_\_

**\$15.00/person/month will be deducted from deposit for trash removal at end of rental term.**

**45. HEAT**-Tenants agree to maintain adequate heat in premises throughout rental term to prevent water pipes from freezing. In the event that the Tenants fail to maintain adequate heat, Tenants shall be responsible for any and all damages resulting from pipe breakage, water damages, and/or all other consequential damages.

**46. RULES AND REGULATIONS**-Owners' existing rules and regulations, if any, shall be signed by Tenants, attached to this Agreement, and incorporated into it. Owners may adopt other rules and regulations at a later time provided that they have a legitimate purpose, do not modify Tenants' rights substantially, and do not become effective without at least two weeks notice.

**47. REPRESENTATIONS/CHANGES IN LEASE**-Tenants have read this Agreement. All promises made by the Owner are in this Agreement. There are no others. This Agreement can only be changed by mutual, written consent.

**48. NOTICE TO VACATE** -Tenant agrees to give 60 (sixty) days, or one pay period, whichever is greater, written notice of intention to move out at the end of the term of this agreement. Failure to do so will cause forfeiture of deposit.

**49. RENEWAL**-If at the end of this agreement, Tenant and Owner desire to renew it for another term of the same length, it shall be done at least 90 (ninety) days prior to the expiration of current rental term. Units leased by the semester shall be assumed available for rent the following academic year unless notified otherwise by Tenant by October first.

**50. REFERENCES IN WORDING**-Plural references made to the parties involved in this Agreement may also be singular, and singular references may be plural. These references also apply to Owners' and Tenants' heirs, executors, administrators, successors, and assigns, as the case may be.

**51. WARRANTY OF HABITABILITY**-The Owner guarantees the above rental unit is fit for human habitation, and the occupants shall not be subjected to any conditions which would be dangerous to their lives, health or safety.

**52. NON-WAIVER**-Failure of the Tenant or Owner to insist upon strict performance of any of the terms or covenants herein, or failure to exercise any option herein, or the payment or acceptance of rent or partial rent, shall not constitute or be construed as a waiver or relinquishment of the right to enforce such term, covenant, or option in the future. The same shall be and continue to be in full force and effect.

**53. INVALIDITY**-The invalidity of any part of this agreement does not invalidate the entire agreement or any other part thereof.

**54. BINDER**-This agreement, and all the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and those that lawfully succeed to their rights or take their place.

**55. APPROVAL** - This entire agreement is subject to satisfactory credit and reference checks.

Deposit paid: \$ \_\_\_\_\_ Date \_\_\_\_\_ Signed: \_\_\_\_\_

Balance \_\_\_\_\_ due by \_\_\_\_\_

Signed: \_\_\_\_\_  
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