



Renting Ithaca  
Telephone: 607-272-5210

www.rentingithaca.com  
Email: housing@rentingithaca.com

LEASE AGREEMENT

NAME(s)

1 _____	6 _____
2 _____	6 _____
3 _____	7 _____
4 _____	8 _____

This agreement made on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between TOM STAVROPOULOS and STAVRO STAVROPOULOS herein called the LANDLORD.

The above named known as TENANT, shall be bound JOINTLY AND SEVERALLY, by the terms of this agreement.

WITNESS, that the LANDLORD has agreed to let and hereby does let to the TENANT, and the TENANT have agreed to take and hereby do take from the LANDLORD, the following premises located in the City of Ithaca, County of Tompkins in the state of New York.

Address known as \_\_\_\_\_

With the privileges and appurtenances for and during the time of this LEASE. This lease commences at 12:00 noon on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for a period of \_\_\_\_\_ until 12:00 noon on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at which time this agreement is terminated. The LANDLORD leases the demised premises to the TENANT on the following terms and conditions.

1. RENT

TENANT agree to pay LANDLORD for the use of said premises a total rent of \$ \_\_\_\_\_ payable in \_\_\_\_\_ installments as follows:

Upon signing of the lease \$ \_\_\_\_\_ each person for security deposit is equal to \$ \_\_\_\_\_ and last two months rent of \$ \_\_\_\_\_ each to be applied to the total rent equal to \$ \_\_\_\_\_ Total at signing of lease is \$ \_\_\_\_\_

Rent for the unpaid additional months shall be paid at \_\_\_\_\_ installments of \$ \_\_\_\_\_ due on \_\_\_\_\_ and \_\_\_\_\_ to be applied to the rental balance due. All payments must be received no later than the dates above, in all events, any payments that is required to be made under the terms of this lease agreement if not paid within 5 days of the due date shall be charged a penalty of 5% of the principal amount due.



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## 2. PAYMENT OF RENT

Rent payments may be paid by cash or by check. If any check(s) are dishonored or returned unpaid penalties will be added. Rent shall be made payable to TOM STAVROPOULOS or STAVRO STAVROPOULOS and should be mailed to TOM STAVROPOULOS or STAVROPOULOS at :

131 Haller Blvd  
Ithaca, NY 14850

Use of mail is done at TENANT's risk

## 3. APPLIANCES & FURNISHINGS

All appliances and furnishings currently on property are being leased to TENANT in "as is" condition. In signing this lease agreement, TENANT waives claim for injury or damage to him or herself or to others arising from the use of these appliances unless due to LANDLORD's negligence.

If LANDLORD pays utilities, major appliances (air conditioner, washer, dryer, etc) not provided by the LANDLORD may not be used without prior written permission from LANDLORD. Violation of this provision will result in a \$50 per month fine for each month of the violation.

- If this box is checked the LANDLORD is providing a washer/dryer for use by the TENANT. All maintenance and repairs for these two appliances shall be done at TENANT's expense.

Furniture may not be moved to another apartment or used outside of apartment/house (on porches, yards, etc). TENANT must arrange with LANDLORD for removal and storage of unwanted furnishings at TENANT's expense.

Furniture must be returned to rooms where located at the start of lease term or a charge for moving same will be deducted from the security deposit.

LANDLORD does not provide light bulbs, lamps, window cleaning service, storm windows or screen, replacement window shades or curtain rods other than those existing in the apartment/house at the start of lease.



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This is a furnished/unfurnished apartment.

A furnished apartment shall consist of:

- |   |                                       |   |
|---|---------------------------------------|---|
| <input type="checkbox"/> Bed(s) (mattress & box, frame) | <input type="checkbox"/> Microwave    | <input type="checkbox"/> Kitchen table  |
| <input type="checkbox"/> Desk(s) & desk chairs          | <input type="checkbox"/> Easy chair   | <input type="checkbox"/> Kitchen chairs |
| <input type="checkbox"/> Dressers                       | <input type="checkbox"/> Love seat    | <input type="checkbox"/> Coffee Table   |
| <input type="checkbox"/> Sofa                           | <input type="checkbox"/> End table(s) | <input type="checkbox"/> Misc _____     |

#### 4. RENTAL COLLECTION CHARGE

TENANT hereby acknowledges that late payment will cause LANDLORD to incur cost not contemplated by this lease agreement. The exact amount of which will be extremely difficult to ascertain. Habitual late payments will result in termination of this lease agreement. In the event rent is not received prior to 5:00 p.m. on the 5th day of the month, regardless of cause including dishonored checks. TENANT further agrees to pay a late charge to LANDLORD based on the following late fee schedule. (See Below)

DATES	LATE FEE
1-5	NONE
6-10	\$10.00
11-15	\$20.00
16-20	\$35.00
21-25	\$40.00
26-31	\$50.00

\*Every day thereafter is \$3.00 per day

#### 5. BAD CHECKS SERVICING CHARGE

In the event TENANT's check is dishonored and returned unpaid for any reason to LANDLORD, TENANT agrees to pay as additional rental the sum equal to \$20.00 or five percent (5%) of the returned check, whichever is greater. If for any reason a check is returned or dishonored, ALL future payments will be cash or money order.

#### 6. ADDED RENT

Late payment of rent, utilities or solid waste fee, bad check service charges, utility reimbursements owed to LANDLORD, garbage and recycling fees and fines and repairs/replacements made by LANDLORD due to TENANT negligence or misconduct shall be deemed to be additional rent to be



paid by TENANT to LANDLORD on the 1st day of the month following notice to TENANT of such assessments or expenditures. If TENANT moves out before expiration of lease and LANDLORD or manager undertake to re-rent the apartment, it is the responsibility of the TENANT to pay a minimum of one half of one month's rent and any associated advertising costs for this service.

#### 7. USE

Premises are for non-commercial, residential and exclusive use of the aforementioned TENANT. Occupancy is restricted to \_\_\_\_\_ occupants, not to exceed the maximum number so allowed by the City of Ithaca or Town Municipal Code. No other persons shall be permitted to live on the premises on a permanent or temporary basis without the LANDLORD's written consent and without additional rent. A charge of \$130 monthly will be made for each additional person occupying premises with the TENANT for more than five (5) days per month.

#### 8. PETS

There shall be no pets allowed on the premises except as may be granted by the LANDLORD, in writing. TENANT hereby agrees that if found in violation, the rents due hereunder may be raised at the LANDLORD's discretion. If pets are allowed by the LANDLORD, TENANT agrees to render a pet deposit of \$250.00, of which \$100.00 is non-refundable. Any pet deposit paid is separate from the security deposit and the TENANT understands that the LANDLORD may not necessarily return this deposit at the same time as the security deposit in order to have adequate time to determine the extent of pet related damages (e.g., odors, fleas) after TENANT and animal have vacated, in no case will the pet deposit be kept longer than 60 days. The TENANT is to be fully responsible for any damage to property of LANDLORD or of others which may result from the maintenance of the pet. All pets must be spayed or neutered and over 2 years of age. LANDLORD reserves the right to revoke this consent on three days' notice to TENANT, if in the opinion of the LANDLORD, the pet has been a nuisance to neighboring residents or has not been maintained according to these rules. In the event consent is revoked, TENANT agrees to permanently remove pet from the premises.

#### 9. NONASSIGNMENT OF LEASE AGREEMENT

TENANT agrees not to assign this agreement, nor to sublet any part of the property, nor to allow any other person to live therein without written consent of LANDLORD. Such consent will not be unreasonably withheld. If consent is given, the rent must come from the TENANT NOT from the subletter. The TENANT names in the lease remain responsible for the terms of this lease when subletting. LANDLORD must have in writing from the TENANT - a completed application by the subletter and a written time period for which the property will be subletted.

#### 10. LEGAL OBLIGATIONS

TENANT hereby acknowledges that there is a legal obligation to pay rent on time each and every month regardless of any other debts or responsibilities they may have. TENANT agrees that TENANT will be fully liable for any back rent owed. TENANT also acknowledges that defaulting on this lease



agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

The parties hereby agree that the LANDLORD may sue the TENANT, re-enter the premises or resort to any legal remedy if the TENANT does not pay the rent or any part of it when it comes due or if the TENANT should abandon or appear to abandon the premises or if the TENANT occupies the premises for other than the approved use or if the TENANT should violate any provision, term, condition or covenant of this lease.

Both parties hereby waive trial by jury in any action brought by either of the parties of this lease against the other. If the LANDLORD starts a summary proceeding for possession of the premises due to non-payment of rent, the TENANT will not interpose any counterclaim in such a proceeding. The TENANT shall, however, have the right to bring a separate action for any claim he/she may have. In any event, LANDLORD and TENANT do hereby agree that if a disagreement does arise that they will use the services of the Community Dispute Resolution Center in an attempt to mediate the disagreement before pursuing legal remedies.

#### 11. ATTORNEY'S COST

In the event that the TENANTS, or either of them, shall be in default on the payment of rent or shall violate the terms of this agreement and the LANDLORD is required to engage the services of an attorney to collect any sums due and payable to the LANDLORD by the TENANT, or to enforce any of the terms and conditions of this agreement, the TENANT shall pay to the LANDLORD the reasonable costs and attorneys fees incurred by the LANDLORD in order to collect the rent and/or to enforce any violation.

#### 12. SECURITY DEPOSIT

A security deposit of \$ \_\_\_\_\_ previously stated in paragraph 1, is due and payable when the lease is signed. This deposit shall be refunded within 30 days of the end of the lease term in accordance with the Security Deposit Agreement attached to this lease and made a part of it.

Upon the expiration of the lease term or sooner if the LANDLORD re-enters the premises as the result of a TENANT default or if the LANDLORD regains possession of the premises by any legal means, then any property left behind for more than five days will be deemed assigned to the LANDLORD who may dispose of the property in any manner the LANDLORD deems fit. The LANDLORD will have no further responsibility or liability to the TENANT for any such personal property.

#### 13. CLEANING FEE

TENANT hereby agrees to accept the property in its present state of cleanliness. An inspection form is given to each apartment upon key disbursement and must be returned within ten (10) days, outlining any damages,, cleaning or repairs that must be done. This check-in inspection form will be



legally binding proof that the apartment is in good condition at the time of occupancy. They agree to return the property in the same condition or pay the costs incurred by the LANDLORD to have the Property professionally cleaned. Such fee will be deducted from the security deposit.

#### 14. TENANT COOPERATION

TENANT agrees to cooperate with LANDLORD or his agent in showing property to prospective tenants, prior to termination of occupancy. LANDLORD will endeavor to notify TENANT of all prospective showings.

#### 15. TENANT INSURANCE

No rights of storage are given by this agreement. LANDLORD will not be liable for any loss of TENANT's property. TENANT hereby acknowledges this and agrees to make no such claims for any losses or damages against LANDLORD, his agents or employees. TENANT agree to purchase insurance at their own expense sufficient to protect themselves and their property from fire, theft, burglary and breakage. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences, renters insurance is suggested, and may be obtained at most local insurance agencies.

If LANDLORD is unable to deliver the apartment/house for occupancy at the beginning of the lease term for any reason he shall not be held liable and rent shall not be owed until the apartment is available for occupancy.

#### 16. LOCK POLICY

No additional locks will be installed on any door without the written permission of the LANDLORD, LANDLORD will be given duplicate keys for all locks so installed at the TENANT's expense, before they are installed.

A minimum of \$20.00 will be deducted from the security deposit for each key issued and not returned at the end of the lease term. If all keys are not returned, LANDLORD may change locks at TENANT's expense. Replacement keys during the term of the lease will incur a \$5.00 charge per key.

If TENANT locks himself/herself out of the apartment, there is a \$25.00 fee for LANDLORD or his agent to open the dwelling payable at the time of opening.

#### 17. CONDITION OF PREMISES

Upon moving in TENANT will be provided with a check-in inspection form. This form should be completed and returned to LANDLORD no later than ten (10) days after taking occupancy. TENANT agrees that failure to complete this form will be legally binding proof that the property is in good condition at the time of occupancy. TENANT agrees to notify LANDLORD immediately if roof leaks, water spots appear or at the first sign of insect damage.



LANDLORD warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heater, etc. will either be working order or will be repaired after TENANT has notified LANDLORD. TENANT are encouraged to report any necessary repairs, no matter how slight, in writing, but they are hereby advised that LANDLORD does not normally repair or replace non-functional items such as paint, carpets, etc., every time a property changes possession.

Neither the LANDLORD nor its agents have made any representations as to the condition of the building, the land upon which it is erected or the leased premises unless expressly set forth herein. The TENANT has inspected the premises and accepts the same "as is" and acknowledges that the leased property was in good condition at time of possession was taken. The LANDLORD shall not be responsible for any latent or other defect or condition in the building, improvements and land, including but not limited to any damage caused or alleged to be caused by the presence of radon or asbestos containing material or any other similar cause whatsoever.

*Good housekeeping is expected of everyone.* TENANT agrees to keep premises clean and in an orderly condition, if this covenant is breached, LANDLORD may give TENANT a three-day notice to comply. If TENANT fails to do so, LANDLORD may enter premises, clean same and charge TENANT for cleaning. TENANT agrees not to permit any deterioration or destruction to occur while they are occupying the premises. TENANT agrees to maintain the walls, woodwork, floors, furnishings, fixtures, appliances, windows, doors, screens, fences, plumbing, heating, electrical and mechanical systems as well as the general structure and appearance of the property. Grease, oil, coffee grounds, fibrous materials or tampons must not be flushed down toilets or drains. TENANT is responsible for blockage to sewage or drain pipes, and any overflow from same.

TENANT shall not play musical instruments, radio, T.V. or stereo loud enough to be heard by other TENANT or neighbors. TENANT may not play music outdoors. TENANT will respect the rights of other TENANT and their neighbors and will be responsible for the conduct of their guests. They agree to conduct themselves in a way that will not interfere with the quiet enjoyment of the adjacent or surrounding neighbors, if LANDLORD deems TENANT's conduct to be offensive and objectionable or if TENANT engages in any illegal activity, LANDLORD shall give TENANT notice of such determination and TENANT will thereafter remove himself from the premises on or before the expiration of a ten-day period.

TENANT shall store garbage in metal or plastic containers. Garbage must be put in designated area and earned to curb no sooner than 3 p.m. the day prior to pickup, not later than 5:30 a.m. on collection day. TENANTS ARE RESPONSIBLE FOR PURCHASING & USING TRASH TAGS. TENANT agrees to abide by and laws pertaining to recycling and garbage regulations established by local municipalities or government authority. Laws pertaining to recycling and garbage regulations may be obtained from the Property Manager. TENANT shall be responsible for all costs associated with the removal of trash generated by their apartment. This includes an annual solid waste bill. This is a fee to pay for the cost of non-disposal related items. This bill will be sent to you by the LANDLORD. A \$1.00 per day late fee will be charged after the due date if this bill goes unpaid it will be deducted from your security deposit, along with the appropriate late fees When trash is not properly removed at multiple unit dwellings and the LANDLORD is unable to determine, after reasonable effort, whose trash it is, ALL OF THE TENANTS will be jointly responsible for the cost of removing this trash.



TENANT shall be liable for city fines imposed for violation of garbage or recycling rules. Containers must be returned to garbage area promptly after pickup. TENANT is responsible for maintaining designated garbage storage area in an orderly manner Violation of any provision in this section will result in a minimum charge of \$25.00 for clean-up by LANDLORD.

11. ALTERATIONS

TENANT shall make no alteration, additions or improvements in or to the premises without LANDLORD's prior written consent, and then only by contractors or mechanics approved by LANDLORD. All alterations, additions or improvements to the premises, made by either party, shall become the property of the LANDLORD and shall remain upon, and shall be surrendered with said premises, as a part thereof at the end of the lease term. TENANT may not tamper with, alter or disconnect the power supply of any smoke or heat detection device A minimum charge of \$50.00 will be made for violation of this section. The TENANT specifically acknowledges that he will be responsible for and pay for any damage done by rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows or doors open, torn screens, broken doors or lock, due to the negligence of the TENANT.

20. UTILITIES - Responsibility designated below.

	TENANT	LANDLORD		TENANT	LANDLORD
Cooking Gas	( )	( )	Electric	( )	( )
Heat	( )	( )	Hot Water	( )	( )
Water &	( )	( )	Lawn Care	( )	( )
Sewer	( )	( )	Trash	( )	( )
Snow Removal	( )	( )	Removal	( )	( )
-Driveway			*Annual Solid		
-Sidewalks			Waste Fee		

Your trash pickup day is \_\_\_\_\_ \*(4.75/month) \$ \_\_\_\_\_ due upon lease signing.

If TENANT pays utilities to NYSEG (indicated above) it is TENANT responsibility to arrange for service to be put in TENANT's own name and turn on *before lease begins*. Keys shall not be issued to TENANT until LANDLORD has confirmed that all services are in TENANT name. Call NYSEG (800) 572-1111 to arrange for this service. If, TENANT is reimbursing LANDLORD for any utility or garbage bill (ie; water/sewer, etc.), the procedure is as follows:

- a) LANDLORD will mail TENANT a copy of each utility bill.
- b) TENANT will reimburse to LANDLORD the net amount as stated in lease, in one check, multiple checks from individual TENANTS will not be accepted..
- c) Payment is due within 30 days of receipt of bill.
- d) A penalty of \$1.00 per day will be charged for any payment received after the due date.

Cable television and telephone are to be arranged for and paid by the TENANT directly with the providers of these services.



TENANT specifically authorizes LANDLORD to deduct amounts of unpaid bills and late fees from their security deposits in the event that they remain unpaid after termination of this agreement.

TENANT is required to maintain adequate heat in winter to prevent pipes from freezing and to maintain a 55 degree thermostat setting to prevent damage during vacation periods.

IF LANDLORD pays for heat, TENANT must keep all windows, including storm windows closed during the winter season. Violations will result in a \$25.00 charge per violation, in addition to any cost incurred, by the LANDLORD to correct the problem. Any problems with heating system must be reported to LANDLORD immediately. Unvented heaters, kerosene heaters or space heaters are illegal in the City of Ithaca and are prohibited in any room, apartment or building,

#### 21. VALIDITY OF LEASE PROVISIONS

Any provision set forth in this lease agreement which is contrary to New York State law shall be treated by LANDLORD and TENANT as void and as if it were not set forth herein, but all other provisions of the lease agreement shall remain in full force and effect.

TENANT represents that he/she is 18 years of age or over.

#### 22. ACCESS TO PREMISES

The LANDLORD reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective residents, purchasers, mortgagors, workers or contractors. Whenever practical, a one day notice of the LANDLORD's intent to enter shall be given to the TENANT. The LANDLORD may also display "for rent" or "for sale" signs on the building.

#### 23. WAIVER

All rights given to LANDLORD by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by LANDLORD or failure to exercise any rights shall not act as waiver of those or any other rights. No statement or promise by LANDLORD, his agents or employees, as to tenancy, repairs, amount of rent to be paid or other items and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

#### 24. LEGAL BINDING

TENANT hereby states that they have the legal right to sign for any and all other residents and to commit them to abide by this contract. All TENANT agree to be jointly and individually responsible for rent, damages and all other charges and obligations, hereunder.



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25. TERMS

In this agreement the singular number, where used, will include the plural and vice-versa, the masculine gender shall include the feminine and vice-versa; the terms Owner, LANDLORD and Lessor may be used interchangeably; and the terms Resident, TENANT and Lessee may be used interchangeably.

26. FULL DISCLOSURE

The TENANT signing this lease agreement hereby state that all questions about this lease contract have been answered, that they fully understand the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their action or lack of action in violation of this agreement. Signature by TENANT on this lease agreement is acknowledgement that he/she has received a signed copy of the lease contract.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Owner/Landlord/Manager \_\_\_\_\_

Tenant \_\_\_\_\_ Tenant \_\_\_\_\_

Tenant \_\_\_\_\_ Tenant \_\_\_\_\_

Tenant \_\_\_\_\_ Tenant \_\_\_\_\_

Tenant \_\_\_\_\_ Tenant \_\_\_\_\_

Co-Signer \_\_\_\_\_