

D L H Properties, Inc.

9 Church Street • Cortland, New York 13045
Telephone (607) 756-4737 • Facsimile (607) 756-2996
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LEASE AGREEMENT

BY THIS AGREEMENT, entered into this 9th day of October 2001, between **D L H Properties, Inc.**, of 9 Church Street, Cortland, New York 13045, Party of the First Part and hereinafter known as the ("**Landlord**"), and _____, party of the Second Part, and hereinafter known as the ("**Tenant**"). In consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. **PREMISES:** **Landlord** grants, demises and lets to **Tenant** and **Tenant** hires and takes from **Landlord** the building situated at _____, in the City of Cortland, County of Cortland and State of New York, to be used and occupied by **Tenant** as a place of residence and for no other use or purpose whatsoever. **Tenant** shall function as a family unit and are jointly and severally liable for damages and rents.

It is expressly understood that each Tenant assumes, as joint and several obligation, the payment of rent due upon the premises and as set forth herein.

2. **LEASE TERM:** The term of this lease shall begin _____, 2002, and end _____, 2003 at noon.

3. **RENTAL AMOUNT:** **Tenant** covenants and agrees to pay **Landlord**, or any other agent the **Landlord** may designate, the sum of **ZERO DOLLARS (\$0.00)** to be paid as follows:

4. **SECURITY DEPOSIT:** **Tenant** agrees to pay security damage deposit to **Landlord** in the amount **ZERO DOLLARS (\$0.00)**, which he is to retain as a security deposit for **Tenant's** faithful performance of this lease. **Landlord** may apply the security deposit at his right of possession of the premises for non-payment of rent or for any other reason shall not, in any event, be affected by reason of the fact that he holds this security. The security deposit, if not applied toward payment of arrearages or damages as herein provided, is to be returned to the **Tenant** when this lease is terminated. If the **Landlord** repossesses the premises because of **Tenant's** default or breach, he may apply the deposit to all damages suffered to the date of repossession and may retain the remainder to apply on such damages as may be suffered thereafter by reason of default or breach. **Tenant** subject to the following conditions:

- a. The full term of the Lease has expired;
- b. **Tenant** and **Tenant's** guest and invitees shall not have damaged the Apartment, the Community or other property of the **Landlord**;
- c. The entire Apartment including range, exhaust fan, refrigerator, bathroom, closets and cabinets, shall be clean and returned in substantially the same condition as at the beginning of the lease less normal wear and tear;
- d. There shall be no stickers, scratches on or holes in the walls, woodwork or flooring. Small nail holes permitted;

- e. All lights and bulbs shall be operational and work;
- f. There shall be no unpaid rent or Additional Rent, late charges or any other moneys due from Tenant to Landlord;
- g. Tenant shall return all keys to Apartment to Landlord upon vacating by Tenant; and
- h. No items such as trash, furniture, etc. should be left in the apartment. If not removed by Tenant upon vacating, Tenant will be charged for removal of items.

Landlord may deduct from the security deposit the cost of compliance with any of the forgoing conditions or other obligations pursuant to this lease, which Tenant fails to comply with, including deductions for labor and materials.

5. UTILITIES: Gas shall be the sole responsibility and expense of the **Landlord** and electricity the responsibility and expense of the **Tenant**. Water and sewer shall be furnished at the expense of **Landlord**. Electrical heating appliances shall not be allowed.

6. ASSIGNMENT: **Tenant** shall not assign this lease or sublet the premises or any part thereof, without the written consent of the **Landlord**. Upon written approval by **Landlord**, of an acceptable sub-tenant, an administration fee of \$250.00 shall be charged to the original **Tenant**.

7. CONDITION OF PREMISES: **Tenant** agrees to maintain the leased premises in the same condition, order and repair as they are at the commencement of the lease term, and to make good to the **Landlord**, immediately upon demand, any damage to the heating or water apparatus or electric lights or wires, or any fixtures, appliances or appurtenances, and any glass breakage of the leased premises, or of the building, caused by the act or neglect of the **Tenant** or any person or persons in the employ or under the control, or guest of the **Tenant**. **Landlord** reserves the right to make bi-monthly inspections of the premises to insure the care of the premises.

8. SMOKE DETECTORS: Once **Tenant** occupies the apartment, the care and maintenance of the smoke detectors becomes the **Tenant's** responsibility, including replacement, except where detector becomes inoperable due to no fault of the **Tenant**.

9. GLASS: **Tenant** shall at their own cost and expense replace any and all broken glass and plate glass windows in and about the demised premises.

10. PERSONAL PROPERTY: All personal property placed in the leased premises, the basement, storage rooms or in any other part of the building, shall be at the risk of the **Tenant** or the owner of such personal property.

Tenant's are urged to carry Renter's Insurance on their personal property as **Landlord** cannot and does not insure **Tenant's** personal property against loss and damage.

11. OBSERVANCE OF LAWS AND ORDINANCES: **Tenant** agrees to observe, comply with and execute promptly, at its expense, during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities and agencies and of insurance carriers which relate to its use or occupancy of the demised premises.

12. ALTERATIONS: **Tenant** shall not make alterations to the leased premises or redecorate it in any way that would make alterations, or repaint or wallpaper the walls, ceilings, floors or woodwork, without first obtaining **Landlord's** consent.

13. MAINTENANCE: **Landlord**, or his agents, shall have the right to enter the leased premises during all reasonable hours to inspect the same or to make repairs or alterations as may be deemed necessary for the safety and comfort of tenants, or the preservation of the leased premises to prospective **Tenants**, at any time before the expiration of this lease.

14. FIRE: In the event the premises are destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the neglect of the Lessee, this lease shall terminate at such time except for the purpose of enforcing rights that may have accrued hereunder. Should a part of the leased premises thereby be rendered untenable, such part so injured shall be restored by the **Landlord** as speedily as practicable, after which the full rent shall be reinstated and the lease shall continue according to its terms.

15. PETS: No animals are allowed on the premises at any time.

16. LATE PAYMENT: It is agreed by the parties hereto that any installments of rent accruing under the provisions of this lease that shall not be paid three (3) days past the due date, shall be subject to a late charge of \$25.00 plus (\$2.00) per day for each day late, until all rents have been paid in full.

17. PARKING: A parking fee of \$60.00 per semester shall be charged for each vehicle. **Tenant** and guests shall park in designated areas. At no time are the vehicles allowed on the lawns. **Tenants** assume all responsibility for their vehicles, including any damage, parking tickets, towing costs, etc.

18. QUIET ENJOYMENT: Upon the **Tenant** paying the rent and performing and complying with all the terms, conditions and covenants herein, the **Tenant** shall peaceably hold and enjoy the premises subject to the provisions of this lease and of any lease or mortgage now or hereafter affecting the premises.

19. The covenants and agreements contained in this lease are binding upon and shall inure to the benefits of the parties hereto, their successors, legal representatives and assigns. This lease shall constitute the entire agreement between the parties and may not be altered or terminated orally.

IN WITNESS WHEREOF, the parties have duly executed this lease as of the day and year first above written.

D L H PROPERTIES, INC.

By: _____
Agent, DLH Properties, Inc.
