

Herkimer Housing

Prospect Street Student Housing

www.HerkimerHousing.com info@HerkimerHousing.com
ROOM LEASE FOR THE SPRING SEMESTER 2010

Student Information

_____	_____	_____	_____	_____	_____
Student Name	HCCC Curriculum	DOB			
_____	_____	_____	_____	_____	_____
Home Address	City	ST	Zip		
_____	_____	_____	_____	_____	_____
Home Phone #	Y/N Car?	Year	Make/Model	Color	State and Plate #
_____	_____	_____	_____	_____	_____
Cell #	M / F Sex	Year in College			Social Security #
_____	_____	_____	_____	_____	_____
Email:	_____				

Guarantor Information

_____	_____	_____	_____	_____	_____
Guarantor Name	Email	Social Security #			
_____	_____	_____	_____	_____	_____
Home Address	City	ST	Zip		
_____	_____	_____	_____	_____	_____
Day Phone #	Evening Phone#	Cell #			
_____	_____	_____	_____	_____	_____
Relationship To Student					

LEASE FOR THE SPRING SEMESTER 2010

I agree to rent an apartment to be shared with other Tenants in one of the Herkimer Housing managed apartments for the Spring Semester 2010. Landlord expressly reserves the right to reassign Tenants to different occupancies (room) for the purpose of compatibility. Be aware that you are renting a "space" in the apartments, not a specifically numbered room. The term of the Lease is for the Spring Semester, which shall commence one day before classes begin and shall end on the last day of your final exams. Rent for the term shall be \$2150.00. Rent is payable in 5 monthly installments of \$430.00 each month, due 2 months in advance. I understand that if I vacate the Premises or if I am evicted for any reason prior to the payment of the full amount, I will not receive

a refund for any payments already made. Should the Landlord be unable to rent my vacancy, I will also be responsible for the entire amount due on the Lease agreement. The Landlord reserves the right to move other remaining Tenants within the apartments at his convenience without waving the right to recover full payment. No refunds will be made after December 1, 2009. If I cancel after December 1, 2009 and the Landlord is unable to fill my vacancy, I will still be responsible for the amount due on the Lease.

1. PAYMENT SCHEDULE:

November 1, 2009	<u>\$430.00</u>	
December 1, 2009	<u>\$430.00</u>	
January 1, 2010	<u>\$430.00</u>	
February 1, 2010	<u>\$430.00</u>	Move In Lease term begins January 10th 2010
March 1, 2010	<u>\$430.00</u>	
April 1, 2010	No Payment	
May 1, 2010	No Payment	Move Out Lease term ends May 31 st 2010

Total Payment of \$2150.00 for the Spring Semester 2010.

Payments can be made by check or money order payable to **Herkimer Housing**.

Payments should be mailed to Sherri Egyud (Landlord).

PAYMENT MAILING ADDRESS:

Herkimer Housing
395 Rugby Rd
Brooklyn, NY 11226
800 485-1370

2. LATE PAYMENT CHARGES:

Payments are due on the 1st of the month. There is a 10 day grace period. If a payment is not received in full by the 11th of the month there will be a \$15.00 fee charged. If a check is returned not payable or a credit card payment is declined, there will be a \$25.00 charge. If it is after the 11th of the month the \$25.00 charge will be in addition to the \$15.00 late charge. We can help you avoid these charges. Please call Sherri Egyud (Landlord) at 800 485-1370 before a payment is due if you are having trouble making a payment on time.

3. CARE OF THE PREMISES:

Tenant shall take good care of the room and fixtures and suffer no waste or injury; shall not drive nails, paint, paste glue, use tacks in excess or put unapproved tape of any kind on or into the walls or woodwork of said Premises, nor allow the same to be done; and

shall at his/her cost and expense pay Landlord for the actual estimated cost of repair required. Tenant shall contact the Landlord (Sherri Egyud 315 876-9550) for all repairs and request a work order number.

4. LAWS AND RULES:

The Tenant shall adhere to the rules and regulations of the apartments and to any reasonable alteration or regulation deemed necessary for the protection of the building, and general comfort and welfare of the occupants. Violation of this may lead to immediate eviction. Tenant agrees to obey and shall sign a copy of the rules with the signing of the Lease. Landlord's failure to strictly enforce the House Rules shall not excuse any Tenant from obeying and observing the same.

5. HEAT AND UTILITIES:

Landlord shall be responsible for arranging and paying for all utility services required on the premises. These shall be limited to Gas, Electric and Water. Tenant agrees to maintain heat in the demised Premises at a thermostat setting no higher than 72 degrees Fahrenheit.

6. SMOKE DETECTORS:

Tenant acknowledges the presence of working smoke detectors in the house. Tenant agrees to maintain these smoke detectors and does not hold the Landlord responsible for the smoke detectors not functioning due to dead batteries or missing batteries and /or abuse by the Tenant or anyone who stays with or visits the Tenant.

7. CONTACT INFORMATION:

Tenants will notify Landlord within seven (7) days of any changes to contact information for themselves or parents or guarantors. Notification can be made by calling Sherri Egyud (Landlord) at 800 485-1370 or email info@HerkimerHousing.com

8. WATER DAMAGE:

Tenant will be responsible for all water damage to the Premises resulting from Tenant's negligence, e.g. overflowing tubs, sinks, toilets or rain entering open windows.

9. CANS, BOTTLES, GARBAGE:

Tenant agrees not to store garbage or unwashed bottles and cans in the house so as to not encourage roaches and/or other pests.

10. DISTURBANCES:

Tenant shall not make, permit or cause to be made any nuisances or noises, which may be disturbing to Tenant's housemates or neighbors; neither shall Tenant commit or permit any act which will unreasonably interfere with the rights, comforts or convenience of Tenant's housemates or neighbors. Tenant is responsible for the actions of his or her guests.

11. INDEMNIFICATION:

Landlord shall not be responsible for loss or damage to Tenant's personal property or for any damage, loss or injury which may be sustained by Tenant or other persons, resulting from or caused by the conduct of any other person or condition beyond the control of the Landlord. Tenants are therefore required to purchase Renter's Insurance to cover the value of their own property. The Landlord is not responsible for acts of God (nature) or any malfunction of Landlord owned equipment. Tenant agrees to indemnify defend and hold Landlord harmless from any and all liability, loss, or damage and from and against all claims and demands of any persons, whether for injury to persons or loss of life or damage due through destruction occurring on or about the Premises, or arising out of the use, occupancy, maintenance or possession of the Premises by Tenant.

12. DEFAULT:

Upon the failure of Tenant to perform any of the provisions or covenants of the Lease, the Landlord shall have the right to terminate all rights of Tenant under this Lease. In the event that Tenant shall be absent from the Premises for a period of seven (7) consecutive days following a default, the Tenant shall, at Landlord's option, be deemed to have abandoned the Premises. Recovery of the Premises by Landlord shall not relieve the Tenant of any obligation under this Lease. And Landlord may rent the Premises to others, upon such terms and conditions as Landlord deems appropriate, and recover from Tenant all sums due.

13. VACATING:

At the end of the term of this Lease, Tenant shall immediately vacate the Premises, and shall leave the Premises in a clean and orderly condition. Costs incurred by Landlord to restore the Premises to such condition will be charged to Tenant.

14. ATTORNEY'S FEES, COSTS AND INTEREST:

In the event Landlord employs an attorney because of the Tenant's violation of any term of this Lease, Tenant agrees to pay all attorney's fees and costs incurred by

Landlord in the prosecution of such default. Interest on past due rent and any other payments due hereunder by the Tenant shall accrue interest at the rate of 1.5% per month (18% per annum), accruing from the time demand therefore is made in writing upon the Tenant.

15. LANDLORD'S RIGHT TO ENTER:

The Landlord may authorize workmen to enter Tenant rooms at reasonable times, upon reasonable notice (except for urgencies) in order to make repairs, improvements or inspections for possible repairs. If the Tenant is not there, the Landlord, after giving above reasonable notice, (except for urgencies) may enter by a master key.

16. CONVENIENCE ITEMS:

Kitchen Appliances, Cable, Internet Access, Parking Space and other equipment in and around the apartments and common areas are convenience items. Landlord makes no representation to the condition of these items. Tenant understands that these items are offered as convenience items and will not hold the Landlord responsible if the items are temporarily not operational.

This instrument cannot be changed orally.

Tenant has entered into this Lease without any verbal representation on the part of the Landlord as to the condition of said premises.

I understand and agree to the above.

Student signature

Date

Print Student name

I know that the Landlord would not rent the Premises to the Tenant unless I guarantee the Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rent the Premises to

the Tenant. I further acknowledge and agree that if the Tenant fails to fulfill any of the terms of this Lease including rent, I shall be held liable for any deficiency. I also stipulate that if the Tenant defaults under this Lease, I fully submit myself as a party to any legal action commenced by the Landlord and stipulate that Herkimer County shall be the Jurisdiction for said legal action.

Signature of Parent

Date

Print Parent name

Signature of Guarantor (If different from Parent)

Date

Print Guarantor name

LANDLORD'S MAILING ADDRESS:
Herkimer Housing
395 Rugby Rd
Brooklyn, NY 11226

LANDLORD'S PHONE:
Toll Free: 800-485-1370
Cell: 315-876-9550
Fax: 646 395-1520

Signature of Sherri Egyud Landlord

Date

I have read, understand, and received a copy of the Lease rules and agree to abide by them

Signature of Parent or Guardian

Date

Signature of Student

MUST BE NOTARIZED

I certify that I have satisfactory evidence that the persons named as Student and Parent and/or Guarantor signed this document and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Signature of Notary

Date

Herkimer Housing

Prospect Street Student Housing

Lease Rules

1. NO PARTIES unless permission given by the Landlord.
2. TVs/stereos must be turned down at 9PM.
3. Guests must be out of the apartments by 11PM on school nights and 1AM on non school nights.
4. You MUST obtain permission from the Landlord for overnight guests.
5. All lights, fans, stereos, etc., off and windows closed when not in room.
6. Due to fire safety codes - No cooking appliances or heaters of any kind other than those supplied by the Landlord.
7. Dishes CANNOT be left in the sink area and you must clean up after yourself.
8. Under no circumstances do you or your friends do anything that would cause bad feelings between the apartments and the neighborhood. This is most important.
9. Use masking tape only on the walls to hang photos posters and other wall coverings.
10. Any repair request must be made to Sherri Egyud 315 876-9550. You must get a work order number to be sure the work will be scheduled.
11. No pets of any kind.
12. Absolutely NO ALCOHOL and/or "being under the influence of alcohol".
13. For your safety and that of other apartment residents, NEVER give out copies of your key.
14. Always attempt to resolve issues with each other prior to contacting the Landlord.
15. Never go onto the roof.
16. No litter around the property. You must keep the outside grounds and parking areas clean.
17. Place garbage only in the approved bins and dumpsters.
18. Write up policy is as follows. If you break a rule, you will be written up.
Please note: You can be written up for infractions other than what is stated here.

1st Write Up - Warning

2nd Write Up - Letter Sent Home

3rd Write Up - Possible Expulsion from the apartment

Grounds for Automatic Dismissal from the Apartment

1. "ABSOLUTELY NO DRUGS!!!" Anyone with the possession of drugs and/or "being under the influence of drugs" on Landlord property or who allows drugs to be used in their room will be expelled within 12 hours.
2. Inviting any person or persons onto Landlord property that you know has been banned or dismissed from the apartments.
3. Repeated harassment of another Tenant.
4. Excessive speed or reckless driving in parking area.
5. Vandalism of any kind, no matter how senseless (even if small dollar-wise).
6. Stealing of any kind, you will be banned from the apartments and charges brought against you.
7. Landlord reserves the right to terminate the Lease because of any illegal, violent or objectionable behavior by you or your guests.

We have read and agree to the Herkimer Housing Lease rules contained on pages 7 and 8 and acknowledge that they are part of the Lease.

Print Student name

Signature of Student

Date

Print Parent name

Signature of Parent

Date