

## APPENDIX B: MODEL LEASE AGREEMENT

### UNIVERSITY AREA MODEL RESIDENTIAL LEASE AGREEMENT

WHEN SIGNED BY BOTH LANDLORD AND TENANT, THIS LEASE IS A LEGAL AND BINDING DOCUMENT. READ CAREFULLY BEFORE SIGNING.

**LANDLORD:** \_\_\_\_\_ **AGENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **EMERGENCY NO.:** \_\_\_\_\_

**TENANT(S):** 1. \_\_\_\_\_

Permanent Address: \_\_\_\_\_

2. \_\_\_\_\_

Permanent Address: \_\_\_\_\_

3. \_\_\_\_\_

Permanent Address: \_\_\_\_\_

4. \_\_\_\_\_

Permanent Address: \_\_\_\_\_

**PROPERTY:** \_\_\_\_\_ in the City of Syracuse, Onondaga County, New York State (the "Lease Premises").

**TERM:** The term of this Lease shall begin on \_\_\_\_\_, 20\_\_\_\_, or as soon after that as Landlord can deliver possession of the Lease Premises to Tenant, and shall run through \_\_\_\_\_, 20\_\_ (the "Term").

**RENT:** The monthly rent due to Landlord from Tenant for the Lease Premises shall be \$\_\_\_\_\_.00, payable in advance on the first day of each and every month of the lease term. The rent shall be paid to Landlord at \_\_\_\_\_, \_\_\_\_\_, New York.

If the rent payment is not made before the end of the 5<sup>th</sup> day of the month, Landlord may assess a late charge of \_\_\_\_\_ per day for each day the rent or any portion of the rent remains unpaid, up to a maximum late charge of \$50.00. The late charge may be avoided if Tenant gives notice to Landlord prior to the rent due date that payment may be late and Landlord agrees to a later payment date. This agreement must be in writing, however, in order to be binding upon Landlord.

**DEPOSIT:** Tenant shall pay a security deposit of \$\_\_\_\_\_.00 to Landlord, due upon signing of the lease or the day on which possession of the Lease Premises is delivered to Tenant, whichever is later. This deposit shall be kept in an account separate from Landlord's own funds. If Tenant surrenders the Lease Premises at the end of the Lease Term in good and broom-clean condition, the deposit shall be returned in full to Tenant no later than 21 days after surrender of the Lease Premises.

**UTILITIES:** All utilities used in the Lease Premises shall be the responsibility of Tenant, with the exception of \_\_\_\_\_. Tenant must make arrangements directly with service providers for the provision of gas, electric, telephone and cable television services.

**NOTE:** THE "CONTROLLING TERMS" ATTACHED TO THIS LEASE ARE A PART OF THIS LEASE AND ARE BINDING UPON THE PARTIES TO THIS LEASE.

The parties to this Lease hereby bind themselves by their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
LANDLORD/LANDLORD'S AGENT

#### CONTROLLING LEASE TERMS

1. **LIABILITY:** The TENANTS are JOINTLY AND SEVERALLY LIABLE for performance of all obligations under this Lease. This means that, if more than one person has signed this Lease, then each one of them, as well as all of them collectively, is individually responsible for the fulfillment of each and every condition of the Lease, including payment of the entire monthly rent amount.
2. **DELIVERY OF POSSESSION OF LEASE PREMISES:** If Landlord does not deliver possession of the Lease Premises to Tenant within four (4) days after the starting date of the Lease term, Tenant may declare this Lease null and void. If the delay is due to construction or repair of the Lease Premises, then this grace period shall be extended for an additional four (4) days. Should any such delay occur, Landlord must inform Tenant in writing of the date on which possession of the Lease Premises may be had, and Tenant shall pay only a pro-rata portion of the monthly rent for the days on which the premises were occupied. The Lease Term shall not be extended by any delay in delivery of the Lease Premises.
3. **LANDLORD'S FAILURE TO DELIVER:** In the event Landlord fails to deliver possession of the Lease Premises within the period described above, Tenant may terminate the Lease by giving Landlord written notice of such, which shall render the Lease null and void. At Tenant's option, the Landlord may provide Tenant with comparable accommodations at an equal rental rate. Otherwise, Landlord must, upon receipt of Tenant's written termination notice, immediately return the full amount of the deposit to Tenant, together with any other funds paid by Tenant to Landlord and together with Tenant's actual damages, not to exceed an amount greater than the sum of two (2) months rent.
4. **CONDITION AND INVENTORY STATEMENT:** On the day Tenant takes possession of the Lease Premises, Landlord shall provide Tenant with a Condition and Inventory Statement form, on which Tenant shall indicate the current condition of the Lease Premises. Landlord and Tenant shall sign two copies of the Condition and Inventory Statement and each shall keep one signed copy. Tenant shall return the Lease Premises at the end of the Lease Term in the condition in which the Lease Premises were found, reasonable wear and tear excepted.
5. **MAINTENANCE AND REPAIRS:** The Lease Premises shall be in good repair and suitable condition for human habitation at the time possession is delivered to Tenant. Landlord shall maintain the Lease Premises in such good repair and condition throughout the Lease Term and shall do the same for any common areas used by Tenant. In the event that something needs repair, Tenant shall notify Landlord promptly and Landlord shall make all appropriate arrangements for such repair and shall complete such repair within five (5) business days. If the repair is such that it cannot be made within five (5) business days, then Landlord shall act promptly and expeditiously to have the repair completed as quickly as is practicable, and shall notify Tenant in writing of the expected completion date. In the case of a system failure or other problem that renders the Lease Premises uninhabitable, such as a furnace failure in the winter (not caused by power outage) or no running water at any time of the year, Landlord shall repair that failure or problem immediately.
6. **PREMISES UNINHABITABLE:** If through any natural or extraordinary force, or due to the negligence of a third party (not Landlord or Tenant), the Lease Premises are rendered uninhabitable, this Lease may be terminated by either party at that party's election. Upon such termination all prepaid rents and refundable security deposit shall be refunded to Tenant. If substitute housing is not provided, Landlord elects to restore the Lease Premises, and Tenant chooses not to terminate this Lease, then Tenant shall be entitled to a pro-rata reduction of the monthly rent for the period of time during which the Lease Premises were uninhabitable.
7. **NOTICES:** All written notices or demands shall be served either by person or by regular or certified mail. Notice to Landlord shall be given at the address listed at the start of this Lease. Notice to Tenant shall be given at the Lease Premises or at the permanent residence address listed at the start of this Lease.
8. **LANDLORD'S RIGHT TO ENTER LEASE PREMISES:** Landlord may enter the Lease Premises only in the following situations: (a) in case of emergency; (b) to make necessary or agreed-upon inspections, repairs, alterations or improvements; (c) to supply necessary or agreed-upon services; (d) to show the Lease Premises to prospective tenants or purchasers; (e) upon Tenant's abandonment of the premises; (f) pursuant to court order; and (g) with Tenant's consent. EXCEPT IN CASES OF EMERGENCY, ABANDONMENT, OR TENANT CONSENT, entry may only be made after 24-hour advance notice to Tenant, and then such entry shall be made only between the hours of 8:00 a.m. and 8:00 p.m.
9. **REMEDIES FOR TENANT DEFAULT:** If Tenant fails to perform any term, covenant or obligation under this Lease, and that failure continues or re-occurs after written demand for compliance with the Lease has been given to Tenant by Landlord, then Landlord may elect to declare the Lease forfeited and may proceed to recover possession of the Lease Premises from Tenant. If Tenant breaches the Lease by abandoning the Lease Premises, then Landlord may declare the Lease terminated and of no further force or effect. Absence from the Lease Premises for the duration of semester breaks or breaks between semesters shall not be deemed abandonment of the premises.
10. **REMEDIES FOR LANDLORD DEFAULT:** If Landlord fails to perform any term, covenant, or obligation under this Lease, and that failure continues or re-occurs after written demand from Tenant for Landlord's compliance with the Lease, then Tenant may declare Landlord in breach and the Lease of no further force or effect. This declaration must be in writing and served upon Landlord in accordance with the Notice provision in Paragraph 7 above in order to be effective. After such termination, Landlord must return to Tenant all prepaid rents and the refundable portion of the security deposit.
11. **DUTY TO MITIGATE:** Landlord must attempt to mitigate damages caused by Tenant's default, by making reasonable efforts to re-let the Lease Premises. Landlord shall have complied with this duty if Landlord places a newspaper advertisement for this purpose and that advertisement runs for three consecutive days during a one-month period. Tenant must also attempt to mitigate damages caused by Landlord's default, by making a prompt, good faith effort to secure housing at a rental amount similar to that charged by Landlord for the Leased Premises.

12. **DISPUTE RESOLUTION:** In the event Landlord and Tenant are unable to resolve a dispute or claim arising between them in connection with this Lease, either party may submit that dispute or claim to any alternative dispute resolution service, including mediation services or judge, PARC (Program on the Analysis and Resolution of Conflicts), or Student Legal Services. THIS PROVISION SHALL NOT PREVENT THE PARTIES FROM CHOOSING ANOTHER FORUM FOR THEIR DISPUTE, HOWEVER, IT IS NOT MEANT, NOR SHALL IT BE DEEMED, TO REQUIRE MEDIATION OR ARBITRATION OR TO LIMIT THE PARTIES REMEDIES IN ANY WAY.
13. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublet or assign this Lease, or any interest in this Lease, without first obtaining the written consent of Landlord. In the event Landlord should release the Tenant from this Lease without securing replacement of Tenant, the remaining Tenants shall no longer be jointly and severally liable for the obligations of the departing Tenant.
14. **OCCUPANCY USE/RESTRICTIONS OF PREMISES:** The premises are to be used for lawful residential purposes only. Under the Special Zoning District near Syracuse University, no more than five unrelated occupants can live in a unit of a one or two-family dwelling.
15. **NOISE AND NUISANCE:** Tenant/s shall observe City ordinances that prohibit excessive noise or creating any nuisance that crosses property lines thereby disturbing the peace of neighboring residents. This ordinance is in effect 24 hours a day.
16. **PETS:** NO PETS ARE ALLOWED IN THE LEASE PREMISES OR ANY PART OF THE BUILDING, UNLESS LANDLORD HAS CONSENTED IN WRITING TO SUCH.
17. **LEASE RENEWAL:** Landlord is not required to renew this Lease at the end of the Lease Term. After providing Tenant with the terms of a new lease for a term commencing after the end of the Lease Term specified herein, Landlord may ask Tenant to sign an Option to Lease at any time. Landlord may not ask or require Tenant to sign an option or a lease renewal before providing Tenant with the terms of the new lease. Landlord agrees not to require Tenant to sign an option or a renewal, and not to show the Lease Premises to prospective tenants, until at least the first three (3) months of the Lease Term have passed.
18. **COVENANTS AND CONDITIONS:** Each term and provision of this Lease shall be deemed a covenant (a promise to perform) and a condition.
19. **INSPECTION AT END OF LEASE TERM:** When possession of the Lease Premises is returned to Landlord, Landlord and Tenant shall conduct a joint inspection of the premises and the furnishings and fixtures contained therein. A **Final Condition and Inventory Statement** shall be completed during the inspection and compared with the original Condition and Inventory Statement prepared at the start of the Lease Term. Landlord and Tenant shall sign two copies of the Final Statement and each shall retain a signed copy. Within twenty-one (21) days after the inspection, Landlord shall return to Tenant a check in the amount of the security deposit, plus interest thereon (if required by law), minus any deductions made for property damage in accordance with the Final Condition and Inventory Statement.
20. **MOWING AND SHOVELING:** It is the responsibility of \_\_\_\_\_ (Landlord or Tenant) to keep shrubbery neatly trimmed and to mow the lawn during the growing season to assure that grass never exceeds eight inches, and to shovel walk during the snow season after every snowfall of more than one inch. Lawn mowing and snow shoveling equipment will be provided by \_\_\_\_\_ (Landlord or Tenant).
21. **TRASH:** Tenant agrees to put trash out after 8:00 p.m. on the night before pickup in securely tied plastic bags and/or sturdy trash barrels with tight lids to prevent animal spillage of trash and garbage. Trash receptacles should be returned to storage the same day as pickup. It is the responsibility of \_\_\_\_\_ (Landlord or Tenant) to provide garbage receptacles.
22. **PARKING:** Legal off-street parking is provided for \_\_\_\_\_ (insert number) automobiles in the driveway and/or garage. \_\_\_\_\_ (insert number) of these spaces are reserved for signatories of this lease. They are designated as follows: \_\_\_\_\_. It is also a violation of city ordinances and prohibited by this lease to park on front lawns, other green spaces, and/or to block sidewalks.
23. **ALCOHOL SALE:** This property is leased as a private residence and the sale or distribution of alcohol is prohibited and illegal under the Alcohol and Beverage laws of NYS.
24. **QUIET ENJOYMENT AND HABITABILITY:** Subject to the terms of this Lease, as long as Tenant is not in default, Tenant may peaceably and quietly have, hold and enjoy the lease premises for the term. Landlord states that the apartment and building are fit for human living and there is no condition dangerous to health, life or safety.
25. **ADDITIONAL RULES AND REGULATIONS:** Landlord's Rules and Regulations pertaining to the Lease Premises, if any, shall be signed by Tenant and attached to this Lease, and shall thereby become incorporated into this Lease as if stated in full herein. Other rules and regulations may be added after commencement of the Lease Term, but must be provided to tenant in writing, must have a reasonable basis and legitimate purpose, must be fairly and equally enforced, and may not significantly modify the Lease Agreement.