



**Ithaca Neighborhood
HOUSING SERVICES**

RESIDENTIAL LEASE AGREEMENT

Made on _____ by and between **Ithaca Neighborhood Housing Services, Inc.**
(located at 115 W. Clinton St. Street, Ithaca, N.Y. 14850, phone 607-277-4500) hereinafter called

"Landlord" and _____,
hereinafter called "Tenants". The parties hereto, for themselves, their heirs, executors, administrators, and assigns do hereby covenant to and with each other as follows:

1. In consideration of the rent herein reserved and of the covenants herein contained and by the Tenants to be performed, the Landlord does lease to the Tenants and the Tenants hire from the Landlord, the following premises:

Address: _____ Apt. # _____ Ithaca, N.Y. 14850

Bedrooms: _____ for a term of: _____

beginning at Noon on : _____, and ending at Noon: _____

unless sooner terminated as herein provided; at the rent of \$ _____ payable in equal monthly installments of

\$ _____ in advance on or before the 1st day of each month during said term; if the Section 8 rental assistance program authorizes a change or increase in rent during the term of this lease, Tenants shall agree to same. If the full payment of rent is not received by the 5th day of each month, Tenants agree to pay a late fee of \$30.00 added as extra rent. If the rent is paid late two or more times in any twelve month period, the lease may not be renewed. Payments shall be made by check (until returned by the bank for insufficient funds) or money order, not cash, and shall be made payable to **Ithaca Neighborhood Housing Services or INHS**. There shall be a charge of \$15.00 for any check returned for insufficient funds. If two or more checks are returned for insufficient funds in any twelve month period the tenants agree to pay rent by money order only. If Tenants occupy the unit for one or more days of any month, they shall be responsible for rent for the entire month. If Tenants vacate the premises before the lease term ends, they shall be charged all costs of advertising the unit.

1A. INCOME VERIFICATION

Tenants shall provide written documentation, including copies of pay stubs, tax returns, social security or disability checks, or any other forms of documentation needed to verify that the gross income of all members of the household complies with applicable income ceilings.

2. **OCCUPANCY**

The demised premises shall be occupied and used solely as living quarters for the named Tenant(s), which include(s) _____ adult(s) and _____ child(ren) and by no other person or persons without written consent of the Landlord. Occupancy of the leased unit, or use of its mailbox, by a non-tenant for more than 10 consecutive days or thirty days in any one year period shall constitute a breach of the Residential Lease Agreement. Listed below are the names of the occupants residing in this household.

| Name | Relationship | Name | Relationship |
|-------|--------------|-------|--------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

3. **RESPONSIBILITIES OF PARTIES**

All property taxes shall be paid by the Landlord. All telephone and television cable fees shall be paid by Tenants. Tenants shall pay all costs for removal of trash or recycling, such as curbside trash collection or annual solid waste fees (if applicable see below). The Landlord shall be responsible for snow and/or ice removal from City sidewalks within twenty-four hours after snowfall or ice build up. Tenants shall be responsible for snow and/or ice removal within twenty-four hours after snowfall or ice build up from walkways, steps and porches pertaining exclusively to Tenants' premises; if this is not done, Landlord may, but is not obligated to, remove the ice or snow, in which case, (i) Tenants shall be charged all related expenses and costs, and (ii) Tenants shall release any claim for damages arising from, and hold landlord harmless for, any failure to remove or properly remove ice and snow from the walkways, steps or porches pertaining exclusively to Tenants' premises. Other expenses shall be paid as follows:

| <i>Expense: Paid or Provided by:</i> | <i>Tenant</i> | <i>Landlord</i> |
|--------------------------------------|---------------|-----------------|
| Heat: N. Gas / Electric | _____ | _____ |
| Cooking: Gas / Electric | _____ | _____ |
| Electric lights, etc. | _____ | _____ |
| Hot Water: N. Gas / Electric | _____ | _____ |
| Lawn care | _____ | _____ |
| Water/Sewer Expense | _____ | _____ |
| Solid Waste Fee | _____ | _____ |
| Trash Removal / City Trash Tags | _____ | _____ |

4. **SECURITY DEPOSIT:** At the signing of this Lease, Tenants shall deposit with Landlord, in trust, a security deposit of \$_____ as security for the full and faithful performance by the Tenants of all the terms and conditions of this lease and for any damages caused by Tenants, Tenants' family, agents and visitors to the Premises during the term of this Lease. [If a T.C. DSS Security Agreement is accepted the Tenants shall be responsible for entering a payment agreement with the landlord provide a cash security deposit as stated above.] Any interest earned shall become part of the security deposit. The Landlord may use, apply, or retain all or any part of the total security so deposited to the extent necessary for the payment of any rent or other sum to which Tenants are in default and for the payment of damages caused as a result of Tenants' violation of the lease agreement. However, Landlord is not just limited to the security deposit amount and Tenants remain liable for any balance. Tenants shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenants shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenants breach any terms or conditions of this Lease, Tenants shall forfeit any deposit, as permitted by law. If no lease violation takes place, the Security Deposit plus interest, less any amounts deducted therefrom, shall be returned within thirty days by the Landlord to the Tenants at the end of the lease term only after Tenants have vacated the leased premises and turned in all keys and parking tags and provided the Landlord with a correct forwarding address and participated in a final inspection of the unit with the Landlord.

5. **CONDITION OF APARTMENT**

Tenants agree to perform a Move-In inspection with the Landlord prior to receiving keys and moving into the apartment. If there is any damage which Tenants suspect might be mistakenly attributed to their occupancy, the tenants are required to provide written notice of pre-existing conditions to the Landlord upon the completion of the Move-In inspection.

Attached hereto and made a part of this lease is the Move-In Inspection Report whereby the parties agree as to the condition of the premises as of the date of occupancy. By signing this lease, Tenants agree to accept the apartment in its general conditions as shown with exception to cleanliness and required general maintenance repairs.

To assure that the Security Deposit will be returned in full, Tenants shall be required, among other things, to attend to the following: Clean kitchen and bathroom thoroughly. Clean the interior and exterior of the refrigerator, and make sure the stove top, oven, broiler, hood, fan or filter is clean with all grease removed. Remove all trash and garbage from apartment. The entire apartment should be cleaned, vinyl floors waxed (if applicable) and carpets shampooed. Tenants shall have any carpeting cleaned annually. Never leave the refrigerator door closed, if the refrigerator is unplugged or without electricity. Prop the door open instead.

If, when Tenants vacate the apartment, it is not left in a clean and sanitary condition, the Tenants shall be charged as follows: to clean stove, hood, oven or broiler each = \$45.00; to clean refrigerator, shower or tub = \$35.00 each; to clean toilet or sink = \$20.00 each; to shampoo carpets = \$50.00 per room; all other cleaning shall be charged at \$35.00 per hour. After Tenants vacate the unit, if any items are left in or around the premises, these shall be considered abandoned and shall be disposed of by the Landlord at the Tenant's expense as permitted by law.

6. **JOINT AND SEVERAL LIABILITY**

Each individual tenant executing this Lease is jointly and severally liable for all obligations hereunder, including without limitation, rent, damages, and all other fees and charges provided for herein.

7. **PAYMENTS RECEIVED**

All payments collected by the Landlord from the Tenants shall first be used to pay the balance of any Security Deposit, utility bills, damage costs, late fees, or other payments or fees owed to the Landlord by the Tenants. The remaining balance, if any, shall then be applied toward rent.

8. **SECTION 8 COMPLIANCE**

Tenants who receive Section 8 rental assistance shall comply with all requirements of the Section 8 program. During the term of this lease, Tenants who are terminated from the Section 8 program and who are no longer eligible for assistance from that program shall be fully responsible for any rental payments and for the full performance of this lease. Section 8 shall be notified if Tenants violate the terms of this lease.

9. **ASSIGNMENT AND SUBLEASING**

Tenants shall not assign, mortgage or otherwise encumber this lease, nor sublet or permit the use of said premises or part of said premises by anyone other than themselves without the written permission of the Landlord; without limiting the Landlord's discretion, at a minimum, any proposed subletting tenants must meet the same INHS criteria required of the Tenants identified herein, including Section 8 eligibility if applicable, and the Tenants identified herein shall pay all costs related to subletting such as advertising or vacancy till sublet begins.

10. **COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES**

Tenants shall comply with all laws and regulations applicable to the premises and shall not store combustible materials on the premises nor permit an open fire in any place. Tenants shall not in any way use the stove, either oven or burners, to heat the premises. Tenants understand that any use of unvented heaters and kerosene heaters is prohibited in any room, apartment or building. Tenants and their guests shall not disconnect, alter or render inoperable any smoke/heat detection device or carbon monoxide detector and shall keep any battery operated smoke detector in working condition and shall test all detectors on a weekly basis to make sure they are functioning. A \$50.00 fine per occurrence shall be levied against any Tenants who violate this section.

11. **EFFECT OF FIRE AT THE PREMISES**

If premises shall be partly damaged by fire or otherwise, repairs shall be made with reasonable speed and without lapse or abatement of rent due and payable. However, if premises shall be destroyed or so much damaged by fire or any cause without fault or neglect of the Tenants or their visitors, as to render said premises untenable in the joint opinion of the Landlord and Tenants, then the Landlord may either (a) forgive payment of any rent from the date of such damage to the date the premises are once again tenable, or in the alternative, (b) elect to terminate this lease by giving the Tenants five (5) days written notice thereof, and the lease shall expire on the said fifth day, and the Tenants shall surrender the said premises, and any rent paid in advance together with any unapplied-for portions of the principal and supplementary security deposits shall be refunded to the Tenants pro-rate to the date of said expiration. No claim for compensation will be made by the Tenants against the Landlord for inconvenience or annoyance arising out of repairs or improvements made to the premises, for any reason, or any portion thereof at any time.

12. **LIMIT OF LIABILITY**

Landlord shall not be liable for any loss or damage to the property of Tenants or their visitors unless proximately caused by the action or inaction of the Landlord, its agents and employees, regardless of whether intentional or negligent. Tenants are encouraged to obtain personal insurance protection. Any property brought onto the premises by the Tenants or their guests, which shall not have been removed at the termination of this lease or after the Tenants vacate (whichever happens first), shall be deemed to have been abandoned and either may be retained by the Landlord as their property or may be disposed of in such manner as the Landlord may deem appropriate. In case of sale, Landlord shall first apply proceeds to expenses of sale, including transportation, storage and advertising costs, any surplus therefrom to be given to Tenants and any deficit therefrom to be paid by Tenants to Landlord. If it is necessary for the Landlord to haul any abandoned furniture, trash or other belongings, the Tenant shall be charged the entire cost of hauling.

13. **HOLD HARMLESS**

The Tenants shall defend, indemnify and save harmless the Landlord from and against any and all liability, damages, expenses, fees, including reasonable attorney's fees, penalties, actions, causes or action, suits, costs, claims, or judgments arising from injury to person or property, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, its employees, agents, customers or invitees.

14. **DEFAULTS** If Tenants fail to perform or fulfill any obligation under this Lease, Tenants shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, and except as specifically provided for herein or with regard to the nonpayment of rent, Tenants shall have seven (7) days from the date of notice of any default to cure the default. In the event Tenants do not cure a default, or the default is not subject to this cure provision, Landlord may at Landlord's option (a) cure such default and the cost of such action may be added to Tenant's financial obligations under this lease; or (b) declare Tenants in default of the Lease and terminate same. Landlord may, at its option, hold Tenants liable for any difference between the rent that would have been payable under this Lease during the balance of the remaining term, if this Lease had continued in force and any rent paid by any successive Tenants if the Premises are re-let. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenants, Tenants are liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. Landlord may terminate or refuse to renew this lease, as allowed by law and HOME regulations, after a thirty-day prior written notice to Tenants.

15. **ATTORNEY'S FEES**

Tenants shall pay or reimburse Landlord for all expenses, damages, costs and fees arising out of Tenants' breach of the Lease, including without limitation reasonable attorney's fees where a court of competent jurisdiction, (i) finds against the Tenants in an eviction proceeding, or (ii) awards a money judgment against the Tenants that is in excess of any claim in the same action awarded against the Landlord in favor of the Tenants.

16. **ACCESSIBILITY TO PREMISES**

Tenant agrees to make the premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency or tenant's request for a maintenance repair, Landlord shall give Tenants reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable.

17. **REPAIRS**

Tenants shall notify the Landlord whenever repairs are needed. Tenants shall not damage the premises and shall pay for repairs to the demised premises and/or for repair or replacement of its fixtures, appliances, furnishings and appurtenances, whenever damage shall result from any act or omission, misuse, or neglect of the Tenants or their visitors. For instance, Tenants shall be responsible for all cost of damage from wind, rain, snow, or freezing temperatures caused by leaving windows or doors open, and Tenants shall be responsible for the cost of repairing or replacing broken windows or a punctured refrigerator. Tenants are also responsible for costs resulting from the plugging of garbage disposals, drain or sewer pipes and any overflow caused by same. Tenants shall be charged for any burns in the premises and will be charged at least \$50.00 per burn. Tenants agree that the fair and reasonable cost of such repair or replacement of its fixtures, appliances, furnishings and appurtenances shall be determined on statements rendered by the Landlord to the Tenants and the sum so determined shall be paid along with the succeeding month's rent. Failure by the Tenants to make payment or effect repairs within thirty days receipt of written notice from the Landlord shall constitute a breach of the Lease Agreement.

The Landlord's policy is to repair as soon as possible any malfunctioning equipment or defective conditions that may develop. This includes plumbing leaks, electrical and heating failures, and roof leaks, for example. It does not include installing accessories, accouterments, additional furniture, or improvements as such. Tenants shall pay their entire month's rent while any repairs are being made. Tenants shall notify the Landlord within 24 hours of any plumbing leaks, running toilets, dripping faucets and/or any other water leak within their premises. Failure to notify the Landlord of such water leaks shall result in a fine of \$50.00 per occurrence.

Please note: For the duration of the lease term Tenants shall be responsible for the cost to repair or replace the items listed if they existed at the start of the lease: window screens, window shades/blinds, towel bars, refrigerator brackets, curtain rods, light bulbs, bathroom mirrors, plungers, recycling bins or garbage cans.

19. **UTILITIES**

If it is the Tenants' responsibility to pay utilities, they are required to contact the New York State Electric and Gas Corporation (1-800-572-1111) at least two weeks before moving in and arrange for service to be connected in their name. A deposit may be required by the utility company. Tenants agree to then maintain the utilities in their name for the duration of the lease. Tenants agree to maintain the heat above 55 degrees at all times to prevent freezing of pipes and drains. Tenants also agree to maintain the electric service in their apartment to ensure the proper functioning of all smoke/heat and carbon monoxide detectors. Failure to maintain these utilities will result in a fine of \$50.00 per day until utilities are restored. Tenants must contact NYSEG, their telephone company and cable company two weeks before moving out of the apartment and ask for a final meter reading and disconnect notice as of the last day of occupancy or termination of this lease. A fine of \$50.00 will be levied for non-termination of utility services after the lease expiration date if the Landlord must then request disconnection. If possible, the Landlord will supply the name of incoming Tenants so that the billing name can be changed and service will not have to be shut off. Tenants shall not place the utilities in the name of the Landlord without written authorization to do so.

For buildings where the Landlord supplies the heat, Tenants shall not tamper with Landlord thermostats that may be located in their apartments. Tenants shall be fined \$50.00 per occurrence for tampering with Landlord thermostats. In accordance with applicable codes, the Landlord, if it is their responsibility to pay for heat, shall not be required to maintain the premises above 68 degrees, nor shall the Landlord be required to provide heat when the outside temperature is above 55 degrees. Tenants shall keep all windows, storm windows and exterior doors closed at all times during the heating season. Violation of this provision shall result in a fine to the Tenants of \$25.00 per day, plus any resulting costs.

20. **PETS**

No birds, animals, or other pets of any kind shall be taken into or kept in or about the building without the written consent of the Landlord. Tenants shall be fined \$50.00 per occurrence for any unauthorized animals found in the apartment and provided with written notification to remove said animals.

21. **LOCKS AND KEYS**

Contact the Landlord at least three days in advance of moving into the apartment to arrange to obtain keys and schedule a Move-In inspection of the premises. No keys shall be given out until the Security Deposit is paid in full. Tenants agree to obtain all keys from the Landlord and shall not have duplicates made without our consent. If Tenants are locked out of the apartment, a replacement key may be obtained at the INHS office between 9:00 AM and 5:00 PM weekdays. There shall be a charge of at least \$5.00 to obtain a new key and \$25.00 for Tenants to be let in after hours by INHS staff. Tenants shall not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor. Tenants shall return all keys when apartment is vacated. Failure on the part of the Tenants to return all keys within three days of vacating the unit shall result in a charge to the Tenants for the cost of changing all locks related to the premises, a charge of not less than \$50.00.

22. **CLEANING, GARBAGE, RECYCLING AND ROACHES**

Tenants shall keep premises (including apartment, common areas, porches, yard, trash area, etc.) in good, clean, orderly and sanitary condition including as specified by the Municipal Housing Code of the City of Ithaca. If Tenants fail to do so, Landlord may arrange to have the premises cleaned at the Tenant's expense. Tenants shall be responsible for the interior and exterior cleanliness of their own windows. Tenants shall report the presence of cockroaches and other infestations and shall allow Landlord to exterminate the premises. Tenants shall be charged the cost of extermination when their apartment is the source.

No refuse or rubbish, cat litter, feminine sanitary products, grease or oil of any kind shall be put down the toilet or drains; if there is a garbage disposal, this shall be used only while water is also running and shall be used for minimal food disposal. No refuse, furnishings, personal effects, or unsightly or hazardous items of any kind shall be placed anywhere on the premises outside the rental unit, such as the attic or basement, hallways, porches, balconies, yard, garage or other exterior structures pertaining to the premises.

Tenants shall store all household garbage in a proper metal or plastic trash can with a water tight lid and shall pay all costs for removal of trash or recycling, such as curbside trash collection or annual solid waste fees. Tenants shall be responsible for recycling and maintaining recycling containers. Garbage and/or recycling must be placed in area designated by the Landlord [ie trash enclosures where applicable] and carried to curb weekly and no sooner than 4:00 PM the day prior to pick-up, nor later than 4:00 AM on collection day. Containers must be returned to designated garbage area promptly after pick-up and Tenants are responsible for maintaining this area in an orderly manner. Tenants shall replace at their own expense any garbage container which is damaged, lost or confiscated. Tenants agree to abide by any City of Ithaca recycling and garbage regulations. Recycling and garbage regulations may be obtained at the Landlord's office, from the Tompkins County Solid Waste Division (273-5700/273-6632), or from the City of Ithaca Streets and Facilities (272-1718). Tenants shall be liable for any City fines imposed for violations of garbage or recycling rules. Violation of any provision of this section shall result in a minimum charge of \$35.00 per hour for clean-up, plus all cost of trash or recycling removal.

23. **ADDITIONAL RULES AND REGULATIONS**

Tenants, for themselves and other persons in the demised premises with their consent, agree to comply fully with the following rules and regulations:

- (a) Tenants and their guests shall not make or permit any disturbing noises in or about the premises by themselves or others, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other occupants of the premises or the neighbors; Tenants or their guests shall not play upon, or permit to be played upon, any musical instrument nor operate any mechanical device, e.g., a radio, television, phonograph, CD player or tape recorder, at any time at a disturbing or annoying volume, especially between the hours of 11:00 PM and the following 10:00 AM;
- (b) Tenants and their guests shall not use the premises or any part thereof for any objectionable, improper, disorderly, or unlawful purpose; nor allow for the illegal distribution, sale, manufacture, or usage of controlled substances on the premises; if Landlord is presented with proper authorization, Landlord shall allow law enforcement officers to enter the leased premises;
- (c) Tenants shall make no alterations, structural changes or additions to or in or around said premises, and shall not make attachments to walls, ceiling or facilities by any means whatever; painting of walls, trim, doors and cabinets is prohibited without first obtaining written consent of the Landlord; use of either self-sticking wall hanging devices or contact paper is prohibited; Tenants shall not disfigure or deface any part of the premises; tenants may use small nails, picture hooks or tacks to install pictures, posters or other household decorations which are not considered permanent alterations.
- (d) Tenants shall not make any changes in or connections to the plumbing, heating, electrical, telephone or television cable system, nor install any satellite dishes or any major appliances such as dish washers, air-conditioners, washing machines, clothes dryers or freezers without Landlord's written permission; the presence of any such appliance without written permission from the Landlord shall result in a \$50.00 fine for each month the tenants are in violation of this section.
- (e) Water beds are strictly prohibited; Tenants shall pay a \$50.00 fine for each month the water bed remains in the unit and at least \$50.00 per occurrence for any related damage;
- (f) No radio, TV aerial or satellite dish shall be installed anywhere without the Landlord's written consent; tenants shall not go on the roof for any reason;
- (g) No lock shall be changed or a new lock installed by the Tenants; Tenants may request the Landlord to change the apartment lock should their keys become lost or stolen at a cost of \$50.00 per lock including 2 sets of keys. All additional keys will be provided at a cost of \$5.00 per key.
- (h) Storage is not provided outside the rental unit.
- (i) Tenants shall not litter on the premises or bring shopping carts onto the premises. Tenants shall be fined \$25.00 per occurrence for any shopping cart left on the premises.

Tenants agree that violation of any of these rules and regulations shall constitute a default and Landlord may exercise their rights as provided in the section of this lease titled "Default."

24. **PARKING**

Parking is / is not provided on a "first come first served" basis. Any parking shall be for licensed and registered vehicles only. Cars and other vehicles shall not be parked on the lawn or any other place not specifically designated for parking; vehicles parked as such shall be towed at the owner's expense. If a parking tag is provided it must be displayed on the rear view mirror while parked in our lots for identification purposes. All parking tags shall be returned after Tenants have vacated the leased premises or Tenant shall be charged \$10.00 each for their replacement.

25. **REMEDIES OF LANDLORD**

In the event that the Landlord terminates this Lease and/or commence eviction proceedings in accordance with the provisions of this Lease and the laws of New York, Tenant agrees to pay all costs and expenses incurred by Landlord by reason of Tenant's default including, without limitation, loss of rents, costs of regaining possession and re-renting the Premises, storage fees and repairing and cleaning costs. The rights and remedies in this Lease, including without limitation any fines, are cumulative, not exclusive, and are in addition to any other rights and remedies, such as eviction, available to Landlord hereunder, at law, or in equity.

26. **NO WAIVER**

The failure of Landlord to require strict performance by Tenants of any provision of this Lease is not a waiver for the future of any breach of the same or any other provision herein. Landlord's acceptance of rent is not a waiver of any breach by Tenant.

27. **SURRENDER AND HOLDING OVER**

At the expiration or sooner termination of this Lease, Tenant will remove its possessions and peaceably deliver possession of the Premises to Landlord in as good repair and condition as they were at the commencement of this Lease. Any personal property left on the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and Landlord may remove, store and/or dispose of the same as it sees fit, subject to applicable law. If Tenant holds over beyond the expiration of this Lease and rent is accepted by Landlord, a month to month tenancy only shall be created which will otherwise be governed by the terms and conditions of this Lease.

28. **NOTICES**

All notices and communications under this Lease shall be in writing and shall be deemed to be properly given when delivered personally or sent by certified mail, return receipt requested, to Tenant at the address of the Premises or to Landlord at 115 West Clinton Street, Ithaca New York 14850, or to such other address as either party may specify in writing to the other.

29. **INVALID PROVISIONS.**

If any provision of this Lease shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

30. **PARTIES BOUND**

This Lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

31. **REPRESENTATIONS/MODIFICATION**

The Landlord has made no representations or promises in respect to the demised premises or its contents. This lease contains the final and entire agreement between the parties hereto and neither party to this lease shall be bound by any terms, conditions or representations, oral or written, not set forth herein. It is expressly agreed that this lease may not be modified orally. Tenants agree that ample time has been provided to read this lease and understand its provisions, and believe them to be fair and reasonable, and agree to comply with each provision.

32. **MISREPRESENTATIONS**

If any material information provided by the Tenants in the Tenants' application for this lease is found to be knowingly incorrect, untruthful and/or misleading this misrepresentation will be deemed a material breach of this Lease subjecting Tenants to eviction, upon 30-days written notice, and without the opportunity of cure.

33. **ADDITIONAL PROVISIONS:**

LEASE ADDENDUM FOR
Residential Lease

These regulations are to be followed by all residents and their visitors:

If any tenant, household member, or guest of any tenants engages in any of the following prohibited activities, such activity shall be considered a violation of the tenants' lease. Any nonresident will be directed to leave if that person does one or more of the following prohibited activities. Prohibited activities include:

1. Making unreasonable noise on the premises.
2. Engaging in fighting or in violent, tumultuous, or threatening behavior.
3. Use of profanity or vulgar language directed at residents, guests; employees or invitees of the Landlord.
4. Substantially interfering with any right, comfort, or convenience of any resident or employee on the premises.
5. Engaging in any activity on or near the premises that constitute a criminal offense.
6. Damaging, defacing, or destroying any property belonging to the premises, or to any resident, or to any employee or contractor of the Landlord.
7. Obstructing the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only.
8. Driving in a reckless manner on or near the property.
9. No items such as barbecue grills, shopping carts, toys or bicycles are to be left on the grounds or in the building's public areas without the Landlord's written permission.
10. Parking vehicles of any kind on the lawn. Please report to INHS any vehicles that appear to be abandoned on the premises.
11. Hanging any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space unless designated by the Landlord for that purpose.
12. Propping open self-closing doors. For the safety and security of the building, and your apartment, do not leave any self-closing doors propped open. If you find a door propped open, close it immediately and notify our office.

Additional regulations required at the premise:

1. All bicycles are to be kept in an appropriate location as deemed by the Landlord.
2. All bathroom vent fans must be run sufficiently to prevent mold and mildew growth. Residents are responsible for its removal when growth occurs.
3. In basement apartments tenants are responsible to operate a dehumidifier to prevent mold growth at the tenants' expense. The Landlord at the request of the tenant will provide a dehumidifier for their use in the apartment.

These regulations will be discussed with all members of my household and my visitors, and shall be made a part of my lease agreement. I understand that the above rules must be obeyed and that failure to do so will be considered a lease violation.

Landlord shall not discriminate against the Tenants in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, disability, sex, national origin, sexual preference, age, people with children, or marital status. Where applicable, Tenants acknowledge that they have read the ADDENDUM TO

LEASE attached hereto and made a part hereof, and that they agree to the policies and charges set forth therein.

IN WITNESS WHEREOF, the parties hereto interchangeably have set their hand and seals the day and year first above written:

Rental staff, INHS

Tenant Signature

Tenant Signature (if applicable)

Date

Date

Date

SAMPLE

