

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (this “*Lease*”) is made and entered into on _____, 20__ (the “*Effective Date*”) by and between STUDENT AGENCIES PROPERTIES, INC., a New York corporation with an address of 409 College Avenue, Ithaca, New York 14850 (the “*Landlord*”), and:

Tenant 1: _____, an individual; and

Address: _____

City: _____ State: _____ Zip Code: _____

Guarantor 1: _____, the parent/guardian/other of Tenant 1.

Address: _____

City: _____ State: _____ Zip Code: _____

Tenant 2: _____, an individual; and

Address: _____

City: _____ State: _____ Zip Code: _____

Guarantor 2: _____, the parent/guardian/other of Tenant 2.

Address: _____

City: _____ State: _____ Zip Code: _____

Tenant 3: _____, an individual; and

Address: _____

City: _____ State: _____ Zip Code: _____

Guarantor 3: _____, the parent/guardian/other of Tenant 3.

Address: _____

City: _____ State: _____ Zip Code: _____

Tenant 4: _____, an individual; and

Address: _____

City: _____ State: _____ Zip Code: _____

Guarantor 4: _____, the parent/guardian/other
of Tenant 4.

Address: _____

City: _____ State: _____ Zip Code: _____

Tenant 5: _____, an individual; and

Address: _____

City: _____ State: _____ Zip Code: _____

Guarantor 5: _____, the parent/guardian/other
of Tenant 5.

Address: _____

City: _____ State: _____ Zip Code: _____

Tenant 6: _____, an individual; and

Address: _____

City: _____ State: _____ Zip Code: _____

Guarantor 6: _____, the parent/guardian/other
of Tenant 6.

Address: _____

City: _____ State: _____ Zip Code: _____

Each or all of the Tenants named above are collectively referred to in this Lease as “***Tenant***” and also sometimes as “***you***” or “***your***.” Further, each or all of the Guarantors named above are collectively referred to in this Lease as “***Guarantor***.”

RECITALS:

A. Landlord owns certain real property improved by a 6-story mixed-use building known as “The Student Agencies Building” located at 409 College Avenue, Ithaca, New York 14850, with tax account # 64.-2-1 (the “**Building**”);

B. As a mixed-use property, the commercial space located on the ground-floor of the Building or elsewhere in the Building as determined by Landlord in its sole and absolute discretion, is, or may be, occupied by certain commercial businesses including, but not limited to, restaurant, bar, or retail store use;

C. Tenant, each jointly and severally, desires to lease an apartment unit within the Building upon the terms and conditions contained in this Lease (the “**Premises**”), such unit being:

APARTMENT UNIT #: _____

D. Guarantor, each jointly and severally and in consideration of leasing the Premises to Tenant, (i) agrees to guarantee Tenant’s faithful compliance with the terms and conditions of this Lease in consideration of Landlord leasing the Premises to Tenant, (ii) agrees to the terms of this Lease, and (iii) will abide by the terms of the Guaranty attached and made a part of this Lease.

In consideration of the foregoing recitals, which are incorporated into this Lease, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Landlord, Tenant, and Guarantor agree as follows:

1. **PREMISES AND USE; MIXED-USE BUILDING.** Tenant agrees to lease the Premises from Landlord solely and exclusively for living purposes only and agrees to use the common areas of the Building on a non-exclusive, shared basis with other tenants of the Building. Tenant accepts the Premises and the Building in its “AS-IS,” “WHERE-IS” condition. Tenant acknowledges that the Premises and Building is of its selection and to its specifications and has been inspected by Tenant and is satisfactory. Tenant’s taking possession of the Premises and Building shall be conclusive evidence as against Tenant that the Premises and the Building were in good order and in satisfactory condition when Tenant took possession of the same.

Further, Tenant acknowledges, recognizes, and agrees that the Building is a mixed-use property featuring commercial space. Accordingly, Tenant accepts the Premises from Landlord with full knowledge and awareness of, and subject to, those characteristics common to a commercial property that includes, but is not limited to, noises, odors, vibrations, increased vehicular or pedestrian traffic, or related disturbances. Notwithstanding the foregoing, Tenant releases Landlord from any and all claims or complaints based on the mixed-use nature of the Building.

2. **TERM OF LEASE.**

(a) This Lease and Tenant’s right to occupy, reside in, and have possession of the Premises shall commence on Wednesday, August 18, 2021 (the “**Commencement Date**”).

(b) This Lease shall terminate and expire at 12:00 P.M./noon on Tuesday, May 31, 2022 (the “**Expiration Date**”) (such period of time from the Commencement Date to the Expiration Date being the “**Term**”).

(c) On the Expiration Date, Tenant shall vacate the Premises and the Building in as good a state and condition as they were on the Commencement Date.

3. **RENT.**

(a) Payment of Rent. Tenant shall pay rent to Landlord for each and every month during the term of this Lease in advance and without demand, offset, reduction, or notice, in the total aggregate amount of _____ (\$_____.00), which shall be payable in equal monthly installments in the amount of _____ (\$_____.00) (the “**Rent**”). Rent shall be due and payable to Landlord beginning on the Commencement Date and on or before the first (1st) day of each and every calendar month thereafter during the Term of this Lease.

(i) If the Commencement Date does not occur on the first (1st) day of the month, then Tenant shall pay prorated Rent to Landlord in an amount equal to the number of days left in the month in which the Commencement Date occurs, divided by the total number of days in such month, multiplied by the monthly installment amount of Rent.

(ii) Thereafter, Tenant shall pay full equal monthly installments of Rent as provided for above.

(iii) If the Expiration Date occurs on a day other than the last day of the month, then Tenant shall pay prorated Rent to Landlord in an amount equal to the number of days in the month prior to the occurrence of the Expiration Date, divided by the total number of days in such month, multiplied by the monthly installment amount of Rent.

(b) Billing System. Tenant agrees to pay Rent to Landlord through an account Tenant establishes with Landlord’s billing system, such as AppFolio or another system designated by Landlord, which will be opened and established by Tenant prior to the Commencement Date. In the event the billing system is unavailable, Tenant must make payment of Rent to Landlord through alternative means, such as via personal check, and Tenant shall remain absolutely and fully responsible for complying with all of the terms and conditions of this Lease.

(c) Late Charge and Assessment of Interest. If Landlord is not in actual receipt of the full amount of Rent within five (5) days of the due date, *i.e.* the first (1st) day of the month, then Tenant shall pay a late charge equal to the lesser of 5% of the Rent due or Fifty Dollars (\$50.00). If failure to pay Rent shall continue for a period of ten (10) days after the due date, *i.e.* the first (1st) day of the month, then such past due Rent shall bear interest equal to the lesser of (i) nine percent (9%) per annum or (ii) the maximum applicable legal rate, if any, from the due date until the date paid. Tenant agrees that the foregoing charge represents a fair and reasonable estimate of certain costs Landlord will incur by reason of a late payment by Tenant.

(d) If Tenant does not pay Rent on time, Tenant will be delinquent and all remedies under this Lease will be authorized. Landlord will also have all other remedies for such

violation. Tenant acknowledges, recognizes, and agrees that the late charge is a cost to Tenant to reimburse Landlord for the time and expense incurred in bookkeeping, notices and late charges incurred on Landlord's obligations, etc. and is not a penalty.

(e) For the avoidance of doubt, any and all payment obligations otherwise required under this Lease shall constitute Rent under this Lease.

4. **SECURITY DEPOSIT.** On the Effective Date of this Lease, Tenant shall pay to Landlord the sum of _____ (\$_____.00), which represents the amount of one (1) month of Rent under this Lease, as security for the full, faithful, and timely performance of each and every provision of this Lease to be performed by Tenant, including, but not limited to, its obligation to pay Rent (the "***Security Deposit***"). If Tenant does not pay Rent in full by the date such payment is due or if Tenant violates any other part of this Lease, then Landlord may use or apply part or all of this Security Deposit to the unpaid Rent or any part thereof or to any other costs or payments outstanding that result from Tenant's violations under this Lease. At any point during the term of this Lease, if the Security Deposit is not sufficient to cover all damages or costs incurred by Landlord, Tenant shall pay any and all such costs that exceed the amount of the Security Deposit within five (5) days of receipt of written demand from Landlord. Furthermore, in the event that all or a portion of the Security Deposit must be used, Tenant shall fund the Security Deposit such that the total amount is equal to the total amount initially required under this Section.

5. **TENANT INSPECTION.** Tenant recognizes and fully acknowledges that after initial lease signing, *i.e.* the Effective Date, but before taking possession of the Premises, *i.e.* the Commencement Date, Tenant has the right, under New York law, to inspect the Premises with Landlord and to determine its condition. If Tenant requests such inspection, Tenant and Landlord shall enter into a written agreement attesting to the condition of the Premises and noting any defects or damages. Tenant fully recognizes and acknowledges its right to inspect the Premises under New York law. If Tenant decides to forego its right to inspect the Premises, then Tenant may initial below. To the extent applicable and as further detailed in Rider A, Tenant understands and acknowledges that any digital renderings or other illustrations of the Premises or Building are no guarantee of the final design and/or quality of the Premises and Building.

BY PLACING YOUR INITIALS IN THE SPACE BELOW, YOU RECOGNIZE YOUR RIGHT TO INSPECT THE PREMISES BUT KNOWINGLY, VOLUNTARILY, AND FREELY DECIDE TO FOREGO SUCH INSPECTION AND YOU AGREE TO ACCEPT THE PREMISES WITHOUT AN INSPECTION:

TENANT INITIALS:

Tenant 1: Tenant 2: Tenant 3: Tenant 4: Tenant 5: Tenant 6:

6. **UTILITIES.**

(a) Landlord will be responsible for paying for Building-wide Wi-Fi internet service.

(b) Tenant shall be responsible for all other utilities serving the Premises, including, but not limited to, electricity, water, cable, related deposits, and any charges, fees, or services on such utilities, including establishing an account with any local utilities.

(c) If Tenant fails to pay for any utilities it is responsible for, then Landlord will have the option to either (i) charge such amounts to Tenant as Rent, which shall be due and payable under the terms of the Lease, or (ii) deduct any charges paid on Tenant's behalf from the Security Deposit.

(d) In no event shall Landlord be liable for interruption in any utility that is provided to the Premises or to the Building. Tenant hereby waives any and all claims against Landlord in any way connected to any such interruption of utility services.

7. **INSURANCE.** Landlord will not maintain insurance to cover Tenant's personal property or personal injury and Landlord is under absolutely no obligation to maintain any such insurance. Landlord shall not be responsible to any tenant, guest, or occupant for damage or loss of personal property or personal injury from, including, but not limited to, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other tenants, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

LANDLORD STRONGLY ENCOURAGES AND URGES ALL TENANTS TO CONSIDER PROCURING ITS OWN INSURANCE FOR LOSSES TO PERSONAL PROPERTY OR INJURIES DUE TO THEFT, FIRE, WATER DAMAGE, PIPE LEAKS AND THE LIKE. FOR INFORMATIONAL PURPOSES ONLY, THIS KIND OF INSURANCE IS SOMETIMES REFERRED TO AS "RENTER'S INSURANCE."

8. **DAMAGE TO TENANT'S PERSONAL PROPERTY.** TENANT ACKNOWLEDGES THAT LANDLORD'S INSURANCE DOES NOT COVER PERSONAL PROPERTY DAMAGE CAUSED BY FIRE, THEFT, RAIN, WAR, ACTS OF GOD, ACTS OF OTHERS, AND/OR ANY OTHER CAUSES, NOR SHALL LANDLORD BE HELD LIABLE FOR SUCH LOSSES. TENANT IS HEREBY ADVISED TO OBTAIN ITS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES.

9. **LIABILITY.** LANDLORD SHALL NOT BE LIABLE FOR LOSS, EXPENSE, OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS DUE TO LANDLORD'S NEGLIGENCE. TENANT MUST PAY FOR DAMAGES SUFFERED AND MONEY SPENT BY LANDLORD RELATING TO ANY CLAIM ARISING FROM ANY ACT, OMISSION, OR NEGLIGENCE OF TENANT. TENANT IS SOLELY RESPONSIBLE FOR ANY AND ALL ACTS, OMISSIONS, OR NEGLIGENCE OF TENANT, TENANT'S FAMILY, GUESTS, INVITEES, OR OCCUPANTS.

10. **INDEMNIFICATION.** Tenant and Guarantor shall indemnify, defend, and hold Landlord harmless from and against any and all costs, damages, claims, liabilities and expenses, including, but not limited to, reasonable attorneys' fees, arising from (i) loss of life, personal injury and/or property damage sustained by the Landlord that relates to or arises from the Tenant's use and/or occupancy of the Premises or Building; (ii) any negligent act or omission by the Tenant, its

agents, guests or invitees within the Premises or Building; (iii) or any breach or default by the Tenant under this Lease.

11. **LIMITATIONS ON CONDUCT.** Failure to abide by these limitations or conditions contained in this Section 11 or Section 12, below, may subject you or any guests or occupants to fees or other penalties as described in the Building Rules attached hereto as Schedule A or as otherwise addressed elsewhere in this Lease.

(a) The Premises and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any laundry rooms, common areas, storerooms, and similar areas must be used with care in accordance with the Building rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the Premises or Building: use candles or use kerosene lamps or kerosene heaters without Landlord's prior written consent; cook on balconies or outside; or solicit business or contributions. Unless permitted by law, conducting any kind of business in the Premises or in the Building is prohibited. You are responsible for the actions and behavior of your guests and the violation of the rules and regulations by your guests is attributable to you and you will be considered in violation of the terms and conditions of this Lease.

(b) Landlord may exclude from the Building any guests or others who, in Landlord's sole judgment, have been violating the law, violating this Lease or any Building rules, or disturbing other tenants, neighbors, visitors, or owner representatives. Landlord may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a tenant, occupant, or guest of a specific tenant in the Building.

(c) Landlord may regulate: (1) the use of patios, balconies, porches, laundry rooms, common areas, storerooms, and similar areas; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas as described in the Building Rules. You'll be liable to Landlord for damage caused by you or any guests or occupants.

(d) In addition to the above, you agree to abide by and follow the Building Rules that are attached to this Lease as Schedule A, as these may be further updated and revised during the Term of this Lease in Landlord's discretion.

12. **PROHIBITED CONDUCT.**

(a) You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including Landlord's agents and employees) in or near the Building; disrupting Landlord's business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon;

discharging a firearm in the Building; displaying or possessing a gun, knife, or other weapon in a common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; or bringing hazardous materials into the Building.

(b) You may not engage in a persistent and continuing course of conduct evidencing an unreasonable or unlawful use of the Premises or Building to the annoyance, inconvenience, discomfort or damage of others, the primary purpose of which is intended to harass the Landlord, owner, or other tenants or occupants of the Building or adjacent property by interfering with their comfort or safety.

(c) For safety reasons, you also understand, acknowledge, and agree to limit the total number of persons in any individual unit to the lesser of (i) three (3) times the number of persons intended to occupy that particular unit or (ii) applicable legal requirements. By way of illustration, if a unit houses 4 individuals, then no more than 12 persons may be present in the unit at any one time.

13. ASSIGNMENT AND SUBLETTING.

(a) Assignment. Tenant shall not assign this Lease without Landlord's prior written consent, which Landlord may grant or deny in its sole discretion.

(b) Subletting. Tenant shall not sublet or grant any license to use the Premises, or any part of the Premises, or the Building without the prior written consent of Landlord, which will not be unreasonably withheld. In the event Tenant intends to sublease the Premises, Tenant shall inform Landlord of such intent to sublease by providing Landlord with a written request. Such request shall include the following:

- (i) The term of the sublease;
- (ii) The name of the proposed subtenant;
- (iii) The address of the proposed subtenant;
- (iv) Tenant's reason for subletting;
- (v) Tenant's address for the term of the sublease;
- (vi) The written consent of Guarantor under this Lease;

(vii) A copy of the proposed sublease, to which a copy of Tenant's Lease shall be attached, acknowledged by Tenant and the proposed subtenant as being a true copy of such sublease; and

(viii) A deposit in the amount of Two Hundred and Fifty Dollars (\$250.00) payable to Landlord that shall become nonrefundable and the sole and absolute property of Landlord in the event Landlord provides its written consent to such sublease.

(c) Without limiting any of Landlord's rights, Tenant acknowledges and agrees that it shall be reasonable for Landlord to withhold its consent to any proposed assignment or sublease where: (i) there is an Event of Default under this Lease; (ii) the proposed assignee or subtenant is not of similar credit quality; or (iii) the proposed assignee or subtenant fails to provide an acceptable Guarantor who will also execute the Lease and Guaranty and fulfill the terms of this Lease; (iv) the proposed assignee or subtenant is not enrolled in a local university or college; or (v) the proposed assignee or subtenant was a former tenant of Landlord and has violated the terms or conditions of its respective lease with Landlord.

(d) Any assignment of this Lease or subletting hereunder shall be expressly subject to the condition and restriction that, and shall expressly provide that, the Lease or sublease shall not be further assigned, encumbered or otherwise transferred or the subleased premises further sublet by the subtenant in whole or in part, or any part of the Premises used or occupied by others, without again first complying with all of the provisions of this Section.

(e) Tenant and Guarantor agree that notwithstanding any subletting of the Premises, any assignment of this Lease, any assumption of this Lease by an assignee, Landlord's consent to any assignment or subletting and/or Landlord's acceptance of Rent from any subtenant or assignee, Tenant and Guarantor shall and will remain fully liable, jointly and severally, as a primary obligor, for the payment of Rent and for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed.

14. ALTERATIONS AND IMPROVEMENTS. Tenant will make no alterations to the Building or improvements on the Premises or any part of the Premises, including wallpapering, painting, repainting, or other similar work, or construct any building or make any other improvements on and/or to the Building or Premises without the prior written consent of Landlord, which Landlord may grant or deny in its sole and absolute discretion. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant and approved by Landlord shall be the sole property of Landlord and remain at the expiration or earlier termination of this Lease, unless Landlord otherwise requires in writing.

15. RIGHT OF INSPECTION; RIGHT TO SHOW PREMISES.

(a) Landlord and Landlord's agents shall have the right at all reasonable times during the Term of this Lease and any renewal to enter the Premises for the purpose of inspecting the Premises. Landlord and Landlord's agents shall also have the right at all reasonable times during the Term of this Lease and any renewal to enter the Premises for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises and/or the Building.

(b) Furthermore, Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent," or "vacancy" signs on the Building at any time during the Term of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Lease or to any restrictions, rules or regulations affecting the Premises, such as the Building Rules contained in Schedule A.

(c) Tenant recognizes that the City of Ithaca Code, Section 258-10 (A), requires Landlord to provide a minimum of sixty (60) days written notice to current tenants before (i) renewing the current rental agreement, (ii) showing the unit to prospective new tenants, or (iii) entering into a rental agreement with new tenants.

(d) With full knowledge and awareness of the provisions of Section 258-10 (A) above and pursuant to Section 258-10 (B), Tenant hereby knowingly and voluntarily waives the notice period provided for in Section 258-10 (A) and hereby authorizes Landlord at any time during the Term of this Lease, and without prior written notice, to renew the current Lease, to show the Premises to prospective new tenants, and/or to enter into agreements or leases with new tenants for the Premises.

16. **SUBORDINATION OF LEASE.** This Lease and Tenant's interests under this Lease are and shall be automatically subordinate, junior, and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Building or the Premises, all advances made under any such mortgages, liens or encumbrances, including, but not limited to, future advances, the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances. Tenant hereby appoints Landlord as its power of attorney for the limited purpose of executing any such documents effectuating such subordination.

17. **ANIMALS.** No animals may be kept or otherwise allowed in or at the Premises or Building without Landlord's prior written consent which Landlord may withhold or condition in Landlord's discretion. Tenant acknowledges that it is exclusively responsible for any and all damage caused to the Premises or Building by any pet residing in, or visiting the Premises or Building.

18. **SMOKING.** Tenant agrees and acknowledges that the Premises and Building have been designated as a smoke-free living environment. Tenant and Tenant's guests shall not smoke anywhere on the Premises or Building nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

19. **SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS.** Landlord has installed smoke detectors and carbon monoxide detectors with operating batteries at the beginning of the Lease Term. It is the responsibility of the Tenant to replace the batteries if and when necessary.

20. **EVENT OF DEFAULT; REMEDIES.**

(a) Event of Default. Each of the following shall constitute an “**Event of Default**” under this Lease: (i) Tenant is in non-compliance with any term or provision of this Lease and such non-compliance continues for five (5) days after written notice from Landlord to Tenant, (ii) Tenant fails to pay Rent within five (5) days after the date it was due, *i.e.* the first (1st) day of the month, or on the Commencement Date as provided for in Section 3 (a), (iii) Tenant abandons the Premises, or (iv) Tenant violates the Building Rules attached to this Lease as Schedule A.

(b) Remedies. In the case of an Event of Default, Landlord may elect any or all of the following remedies, or a combination thereof, in addition to any other applicable provisions of this Lease or rights that Landlord may otherwise have in law or in equity:

(i) Landlord may, at its option, give written notice to Tenant stating that this Lease shall terminate on the date specified in that notice, which date shall not be less than five (5) days after Landlord gives such notice to Tenant. If Landlord gives such notice, this Lease and the Term shall expire and come to an end on the date set forth in the notice as if said date were the date originally fixed in this Lease as the expiration date and Tenant shall quit and surrender the Premises to Landlord, but Tenant and Guarantor shall remain liable to Landlord under this Lease.

(ii) Landlord may terminate this Lease or, without prejudice to its rights to terminate, may take any lawful action available to it all without such termination or action affecting Landlord's rights. In such event, Landlord may enter the Premises for any purposes whatsoever and repossess the same without affecting Tenant's obligations hereunder and Landlord may remove any and all property therefrom, including any of Tenant's personal property at the sole risk, cost and expense of Tenant and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof.

(iii) Landlord may declare that Rent for the remainder of the Term is immediately due and payable in addition to Landlord's expenses for advertisements, broker's fees, the cost of putting the Premises in good condition for re-leasing, and other out-of-pocket expenses. If the Premises are re-leased before the Term has expired, any rental payments from a subsequent tenant actually received by Landlord will be applied as a credit towards Tenant's outstanding obligations under this Lease. In absolutely no event, however, will Tenant be entitled to any money in the event that a subsequent tenant's rental payment exceeds the Rent set forth in this Lease.

(iv) Tenant hereby authorizes any and all eviction proceedings to be commenced by Landlord against Tenant if the Premises are not vacated upon the expiration date set forth in such notice above. Even though this Lease will then be terminated, Tenant shall remain liable to Landlord for the Rent set forth in this Lease for the remainder of the Term. If the Premises are re-leased, the rent collected for the remaining part of the Term of this Lease shall be used first for expenses of the Landlord in re-entering, re-possessing, and re-leasing the Premises, and any surplus or deficiency remaining to be subtracted from the amounts owed by Tenant to Landlord under this Lease, but in absolutely no event will Tenant be entitled to any money in the event a subsequent tenant's rental payment exceeds the Rent set forth in this Lease.

(c) Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law or in equity.

21. PERSONS BOUND BY LEASE; JOINT AND SEVERAL LIABILITY. Tenant and Guarantor's liability under this Lease shall be joint and several for Rent, damages or any other debts or charges including but not limited to attorneys' fees or collection fees incurred by virtue

of this Lease. Each individual Tenant and each individual Guarantor under this Lease shall be fully, jointly, and severally liable for each other Tenant hereunder.

22. DELAY IN POSSESSION.

(a) Landlord agrees to use commercially reasonable efforts to deliver possession of the Premises to Tenant by the Commencement Date. If, despite said efforts, Landlord is unable to deliver possession whether related to construction, repairs, cleaning, or a previous tenant's holding over, then Tenant agrees that Landlord shall not be subject to any liability therefor for any loss or damages, of any nature or kind whatsoever, including, but not limited to, consequential, incidental, special, or statutory damages of any nature or kind, nor shall such failure affect the validity of this Lease.

(b) If applicable, during the period of time following the Commencement Date and during which the Premises have not been delivered to Tenant, Tenant shall be excused from its obligation to pay Rent or perform its other obligations under this Lease on a day-for-day basis until the date it receives possession of the Premises. If possession of the Premises is not delivered within thirty (30) days after the Commencement Date, then either Tenant or Landlord may, at its option, by notice in writing to the other within ten (10) days after the end of such thirty (30) day period, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder. If such written notice is not received within said ten (10) day period, either party's right to cancel shall terminate and be of no further force or effect and the Lease shall continue in full force and effect subject only to abatement of Rent until the Premises have been delivered, at which time all of the terms and conditions of this Lease, including payment of Rent, shall be applicable to Tenant.

(c) This Section is only applicable in the event that delivery of the Premises, excluding the common areas of the Building, is delayed. For the avoidance of doubt, this Section shall be wholly inapplicable, and Tenant shall have no right to terminate this Lease, if Tenant has access to the Premises.

(d) Tenant agrees that the day-for-day abatement of rent as provided for in Section 22 (b) above represents a reasonable measure of damages that Tenant would experience and shall constitute full settlement of all damages caused by such delay.

(e) This Section shall be deemed to be "an express provision to the contrary" as provided in New York State Real Property Law Section 223-a.

23. FORCE MAJEURE. If Landlord is prevented from completing the performance of any obligations hereunder by (1) an act of God, (2) strikes, (3) epidemic or pandemic, including, but not limited to, COVID-19, (4) shutdowns, closings, mandated reductions in occupancy, stop-work orders, executive orders, local ordinances or resolutions, or any other directive, mandate, or guidance issued by any governmental or quasi-governmental authority (including, but not limited to the Centers for Disease Control and Prevention, the Department of Health, or World Health Organization) applicable to the Building, the Premises, or Landlord in connection with epidemic or pandemic, (5) war, (6) acts of terrorism, (7) riots, (8) flood, (9) fire, (10) hurricane, (11) tornado, (12) sabotage, (13) other occurrence which is beyond Landlord's control, or (14) any of the

foregoing impact any of Landlord's contractors or subcontractors thereby preventing Landlord from performing under this Lease, then Landlord shall be excused from any further performance of its obligations and undertakings hereunder, to the full extent allowed under applicable law. Notwithstanding the foregoing, Tenant shall remain liable for payment of Rent to Landlord. Furthermore, if such an event damages the Premises or Building to materially affect its habitability by some or all tenants, Landlord reserves the right to vacate any and all tenancies and Tenant agrees to excuse Landlord from any further performance of its obligations and undertakings hereunder, to the full extent allowed under applicable law.

24. **GOVERNING LAW.** This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of New York, without reference to its choice of law provisions. To the extent permitted by applicable law, the parties hereto irrevocably submit to the exclusive jurisdiction of the federal and state courts sitting in the State of New York with venue in any action or proceeding brought in such courts to lie in the County of Tompkins.

25. **LOCKS AND LATCHES.** Tenant may make a written request to change or rekey locks or latches during the Term of the Lease, but in any such event, Tenant shall be solely responsible for any and all costs associated incurred by Landlord in connection with the foregoing and for any and all costs to repair or replace the same arising from misuse or damage caused by Tenant, occupants, or guests. Such amount shall be due and payable on demand.

26. **PARTIAL INVALIDITY.** If a court deems any part of this Lease invalid or illegal, then only that part shall be void and it shall have no other effect on the remaining terms and conditions of this Lease. All other terms and conditions of this Lease shall remain in full force and effect.

27. **BINDING EFFECT.** The covenants, obligations and conditions contained in this Lease shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Lease shall affect Tenant's duties and liabilities hereunder. Stated otherwise, Landlord's failure to enforce or insist on compliance with any provisions of this Lease shall not be deemed a waiver or a limitation of Landlord's right to enforce or insist on compliance with the provisions of this Lease.

29. **NOTICE.**

(a) Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail or by recognized overnight express mail courier, such as Federal Express, or through the Building's property management platform, including, but not limited to, AppFolio.

(b) Delivery of any required notices under this Lease or otherwise shall be deemed delivered for all purposes if sent to either:

(i) The Premises, so long as no delay event described in Section 22 has occurred;

(ii) The address(es) set forth above underneath the Tenant;

(iii) The address of Guarantor; or

(iv) To any other address(es) otherwise designated by the parties in writing pursuant to the provisions of this Notice Section.

(c) Tenant consents to the use of an electronic property management system established by Landlord, including AppFolio, or another system designated by Landlord for receiving notices under this Lease. For the avoidance of doubt, Tenant agrees that any notices required under this Lease may be deemed delivered and received for all purposes hereunder through built-in messaging features available on AppFolio or any substitute system designated by Landlord and with accounts established by Tenant.

(d) Any notice or other communication sent as provided in this Section shall be effective (i) on the date received, the date rejected, or the date of attempted delivery (if the receiving party is not present) if sent by overnight courier service, provided that such party obtains supporting documentation of the rejected or attempted delivery, or (ii) three (3) business days after mailing by registered or certified mail.

(e) If two or more individuals shall comprise Tenant, then notice delivered to any one of such individuals even if not received by all such individuals shall be deemed to have been given or made by, with, or to all of them for all purposes under this Lease.

(f) Any notice or other communication given by Landlord to Tenant in accordance with this Section may be signed and given by Landlord's attorney or managing agent, if any, with the same force and effect as if signed and given by Landlord

30. END OF TERM.

(a) Tenant will remove all of Tenant's property and belongings on or before the Lease Expiration Date. Tenant will leave the Premises in clean condition and in good repair. Tenant shall pay for any damage to the Premises or Building caused by Tenant from moving its property. If Tenant leaves any personal property in the Premises or Building after the Expiration Date, Landlord may dispose of such personal property or keep the same as abandoned property. For the avoidance of doubt, any such personal property remaining on the Premises or Building after the Lease Expiration Date shall conclusively be deemed abandoned and freely disposable by Landlord.

(b) Certain apartment units within the Building may be pre-furnished with personal property of Landlord including, but not limited to, bed frames, mattresses, couches, and related property. Tenant hereby fully recognizes and acknowledges that any such property belonging to Landlord within a pre-furnished apartment unit shall remain the sole and absolute property of Landlord at all times during the Term of this Lease as well as continuing after the Expiration Date. Tenant shall not damage, destroy, or remove, and also assumes full responsibility for maintaining, such property of Landlord.

31. **PERSONAL PROPERTY.** BY SIGNING THIS LEASE, TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, THE EXPIRATION DATE, OR RECOVERY OF POSSESSION OF THE PREMISES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.

32. **SPRINKLER DISCLOSURE.** Attached hereto and incorporated herein as Exhibit A is a Sprinkler System disclosure.

33. **COUNTERPARTS.** This Lease may be executed in any number of counterparts, each of which, when settled, executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument. Photostatic, electronic or facsimile signatures of the original signatures of this Lease, and photostatic, electronic or facsimile copies of this Lease, fully executed, shall be deemed originals for all purposes, and the parties hereto and/or beneficiaries hereof waive the "best evidence" rule or any similar law or rule in any proceeding in which this Lease shall be presented as evidence or for enforcement.

[No further text; signature page follows]

Landlord, Tenant, and Guarantor knowingly and voluntarily desire to enter into this Lease as of the day and year written above.

LANDLORD:

STUDENT AGENCIES PROPERTIES, INC.

By: _____

Name:

Title:

**YOU ARE LEGALLY BOUND BY THIS DOCUMENT.
READ IT CAREFULLY BEFORE SIGNING.**

TENANT 1:

By: _____

Name: _____

GUARANTOR 1:

By: _____

Name: _____

Landlord, Tenant, and Guarantor knowingly and voluntarily desire to enter into this Lease as of the day and year written above.

**YOU ARE LEGALLY BOUND BY THIS DOCUMENT.
READ IT CAREFULLY BEFORE SIGNING.**

TENANT 2:

By: _____

Name: _____

GUARANTOR 2:

By: _____

Name: _____

Landlord, Tenant, and Guarantor knowingly and voluntarily desire to enter into this Lease as of the day and year written above.

**YOU ARE LEGALLY BOUND BY THIS DOCUMENT.
READ IT CAREFULLY BEFORE SIGNING.**

TENANT 3:

By: _____

Name: _____

GUARANTOR 3:

By: _____

Name: _____

Landlord, Tenant, and Guarantor knowingly and voluntarily desire to enter into this Lease as of the day and year written above.

**YOU ARE LEGALLY BOUND BY THIS DOCUMENT.
READ IT CAREFULLY BEFORE SIGNING.**

TENANT 4:

By: _____

Name: _____

GUARANTOR 4:

By: _____

Name: _____

Landlord, Tenant, and Guarantor knowingly and voluntarily desire to enter into this Lease as of the day and year written above.

**YOU ARE LEGALLY BOUND BY THIS DOCUMENT.
READ IT CAREFULLY BEFORE SIGNING.**

TENANT 5:

By: _____

Name: _____

GUARANTOR 5:

By: _____

Name: _____

Landlord, Tenant, and Guarantor knowingly and voluntarily desire to enter into this Lease as of the day and year written above.

**YOU ARE LEGALLY BOUND BY THIS DOCUMENT.
READ IT CAREFULLY BEFORE SIGNING.**

TENANT 6:

By: _____

Name: _____

GUARANTOR 6:

By: _____

Name: _____

GUARANTY
(For Guarantor 1)

Guarantor: _____
Address: Street: _____
City: _____ State: _____ Zip Code: _____
Name of Tenant: _____
Relationship to Tenant: _____
Phone #: _____
Email: _____

THIS GUARANTY is made a part of that certain Residential Lease Agreement (the “**Lease**”) between Student Agencies Properties, Inc. (as “**Landlord**”), Tenant, and Guarantor to certain living space located at 409 College Avenue, Ithaca, New York 14850, otherwise known as “The Student Agencies Building” (the “**Building**”) to induce Landlord to lease a unit within the Building to Tenant (the “**Premises**”). Capitalized terms used in this Guaranty and not defined take on the meaning provided in the Lease.

1. In consideration of Landlord leasing the Premises to Tenant, which Landlord would not do but for this Guaranty, Guarantor hereby guarantees, jointly and severally, without condition or limitation, payment of all Rent required to be paid by Tenant under the Lease, the prompt and full performance and observance of all obligations required to be performed and observed by Tenant under the Lease, and the prompt payment of any and all other obligations, indemnities, and damages for which Tenant may be legally liable to Landlord under the Lease.

2. Guarantor’s liability hereunder shall be primary and not secondary, and shall be joint and several with that of Tenant, any other tenant under the Lease, and any other guarantor of a tenant’s obligations under the Lease. Landlord may proceed against Guarantor under this Guaranty without exhausting its remedy or remedies against Tenant, any other tenant under the Lease and/or any other guarantor of a tenant’s obligations under the Lease and may proceed against Tenant, Guarantor, any other tenant under the Lease and/or any other guarantor of a tenant’s obligations under the Lease, either separately or concurrently. If Landlord releases any rights it may have against any party primarily or secondarily liable on the Lease, such release shall not affect Guarantor’s liability under this Guaranty.

3. Guarantor has carefully read and understands the provisions of the Lease and hereby knowingly, voluntarily, and willingly consents to and accepts all of the terms and conditions of the Lease and the obligations of Tenant thereunder and of the obligations under this Guaranty.

Guarantor knowingly and voluntarily desires to enter into this Guaranty as of the day and year written below.

GUARANTOR 1:

By: _____

Name: _____

Date: _____

GUARANTY
(For Guarantor 2)

Guarantor: _____
Address: Street: _____
City: _____ State: _____ Zip Code: _____
Name of Tenant: _____
Relationship to Tenant: _____
Phone #: _____
Email: _____

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3. Guarantor has carefully read and understands the provisions of the Lease and hereby knowingly, voluntarily, and willingly consents to and accepts all of the terms and conditions of the Lease and the obligations of Tenant thereunder and of the obligations under this Guaranty.

Guarantor knowingly and voluntarily desires to enter into this Guaranty as of the day and year written below.

GUARANTOR 2:

By: _____

Name: _____

Date: _____

GUARANTY
(For Guarantor 3)

Guarantor: _____
Address: Street: _____
City: _____ State: _____ Zip Code: _____
Name of Tenant: _____
Relationship to Tenant: _____
Phone #: _____
Email: _____

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3. Guarantor has carefully read and understands the provisions of the Lease and hereby knowingly, voluntarily, and willingly consents to and accepts all of the terms and conditions of the Lease and the obligations of Tenant thereunder and of the obligations under this Guaranty.

Guarantor knowingly and voluntarily desires to enter into this Guaranty as of the day and year written below.

GUARANTOR 3:

By: _____

Name: _____

Date: _____

GUARANTY
(For Guarantor 4)

Guarantor: _____
Address: Street: _____
City: _____ State: _____ Zip Code: _____
Name of Tenant: _____
Relationship to Tenant: _____
Phone #: _____
Email: _____

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Guarantor knowingly and voluntarily desires to enter into this Guaranty as of the day and year written below.

GUARANTOR 4:

By: _____

Name: _____

Date: _____

GUARANTY
(For Guarantor 5)

Guarantor: _____
Address: Street: _____
City: _____ State: _____ Zip Code: _____
Name of Tenant: _____
Relationship to Tenant: _____
Phone #: _____
Email: _____

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Guarantor knowingly and voluntarily desires to enter into this Guaranty as of the day and year written below.

GUARANTOR 5:

By: _____

Name: _____

Date: _____

GUARANTY
(For Guarantor 6)

Guarantor: _____
Address: Street: _____
City: _____ State: _____ Zip Code: _____
Name of Tenant: _____
Relationship to Tenant: _____
Phone #: _____
Email: _____

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Guarantor knowingly and voluntarily desires to enter into this Guaranty as of the day and year written below.

GUARANTOR 6:

By: _____

Name: _____

Date: _____

EXHIBIT A

Sprinkler Disclosure.

Pursuant to New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the leases premises. A “Sprinkler System” is a system of piping and appurtenances designed and installed in accordance with generally accepted standard so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread.

CHECK ONE:

1. ☐ There is no maintained operative sprinkler system in the leased premises.
2. ☒ There is a maintained operative sprinkler system in the leased premises.

The last date on which the Sprinkler System was maintained and inspected was on _____.

SCHEDULE A

THE STUDENT AGENCIES BUILDING

Building Rules

(v1 081820)

The Tenant, and specifically each individual constituting the Tenant, as well as on behalf of any other person in the demised Premises (sometimes referred to as apartment or unit) or the Building with the Tenant's consent, agrees to comply fully with the following Building Rules, which may be further updated and revised during the Term of this Lease in Landlord's discretion. These Building Rules shall become a part of, and incorporated into, the Lease by and between Landlord and Tenant.

1. NO ILLEGAL OR DANGEROUS ACTIVITIES: The Tenant will not engage in or allow any of the following activities to occur in the Premises or the Building:

- a. any disorderly or unsafe activity;
- b. any act of physical violence against any person or property;
- c. any unlawful activity, including violation of any applicable law or ordinance of any governmental authority having jurisdiction over the Building;
- d. any consumption of alcoholic beverages by any person under 21 years of age;
- e. any illegal use, distribution, sale, possession or manufacture of controlled substances;
- f. entrance onto the Building roof;
- g. any violation of recycling/environmental laws.

2. NO ILLEGAL OR DANGEROUS MATERIALS OR GOODS: The Tenant will not engage in or permit any of the following materials or goods to be present in the Premises or the Building:

- a. any illegal goods or materials of any nature;
- b. any kegs of any size containing any alcoholic beverage;
- c. any drug-related paraphernalia;
- d. any dangerous, hazardous or highly flammable materials including, but not limited to, weapons, firearms, BB guns, explosives, hazardous chemicals, propane tanks or re-charging of electric motor scooters or bikes

3. NO DISTURBING OTHER APARTMENTS OR NEIGHBORS OR ROOMMATES:

- a. Tenant shall not make or permit others to make or engage in any loud or boisterous conduct or otherwise disturb the other Tenants of the Building or neighbors in adjacent buildings.

b. Tenants are entitled to the quiet enjoyment of their own dwelling at all times, and neighbors are entitled to the same.

c. Use of devices such as radio/stereo, TV, computer, or other items which may cause noise is not permitted at a volume which is disruptive, disturbing or annoying to others at any time.

d. No musical instruments shall be played in the Premises or the Building that disrupts any other Tenants. Such use shall be prohibited upon any complaints from other tenants.

e. Be considerate in using common areas of the Building so as to not disturb others.

4. FIRE SAFETY AND BUILDING CODE REGULATIONS:

a. Tenant must not tamper with smoke detectors. They are for the Tenant's safety and are required by state and local regulations. There are no fire drills. Tenant must vacate the Building immediately if fire alarms sound.

b. All apartments will be entered over winter break by maintenance staff to perform an annual test of smoke detector performance as well as to ensure that apartment heat is set to at least 60 degrees Fahrenheit.

c. The Tenant shall not make any changes to the heating, electrical, or television cable system connections. Wiring between rooms is not permitted.

d. Tenant must use grounded three-prong surge protectors. Do not overload surge-protector units. All outlet maximizers, extension cords, plug adaptors and halogen lamps/bulbs are prohibited. Turn off lights when not in use. Microwaves, toaster ovens, coffee pots, crock pots, hot plates, etc. must be used only in the kitchen areas provided. Such items are not allowed in bedrooms or sleeping areas.

e. Portable space heaters are only allowed if the space heater is an oil-filled, UL Listed electric heater with auto shutoff and a no-tip feature. No other portable space heaters are permitted.

f. As required by the City of Ithaca Fire Code: do not leave bicycles, boxes, shoes or other obstructions in halls, stairs, elevators, kitchens, bathrooms, porches or fire escapes. Halls, stairs, and elevators are intended for ingress/egress only.

5. [Intentionally Omitted].

6. FITNESS ROOM the Landlord provides to the Tenant a revocable license to use the Fitness Room located in the Building. In consideration of the privilege of accessing and utilizing the Fitness Room the Tenant shall use the Fitness Room's facilities, services, and equipment at his/her own risk, subject to the following terms and conditions:

a. The Fitness Room is for the sole use and privilege of the Tenant. Guests or visitors are not permitted in the Fitness Room at any time, even if accompanied by a Tenant.

b. The Landlord may close or restrict access to the Fitness Room from time to time for repairs, maintenance, or in other circumstances that may arise which, in the sole judgment of the Landlord, require the Fitness Room be closed or access restricted. Tenant will not be entitled to any

reimbursement, abatement or adjustment of rent as a result of any restriction of access or closing of the Fitness Room. The Landlord shall set the open hours for the Fitness Room.

c. The Landlord may revoke Tenant's Fitness Room privileges as a result of a breach of any provision of the Lease, the Tenant's objectionable behavior or conduct when utilizing the Fitness Room (which shall be determined by the Landlord upon Landlord's sole judgment) or the breach of any of the Landlord's rules governing the use of the Fitness Room. This includes allowing guests or visitors access to the Fitness Room.

d. The Tenant upon using the Fitness Room shall be deemed to have represented and warranted to the Landlord that s/he is in good health and has no health condition, illness or communicable disease that may make Tenant's use of the Fitness Room's facilities potentially injurious to Tenant or to other users of the Fitness Room. Tenant further agrees to hold the Landlord harmless from all liability or damages which Tenant may incur if Tenant or any other party using the Fitness Room should sustain injury or damage while using the Fitness Room where such injury or damage is caused by Tenant's condition, illness or disease. Tenant acknowledges that if s/he has any chronic physical disability or medical condition, Tenant may be at risk in using the Fitness Room's facilities. The Tenant's utilization of the Fitness Room shall be wholly at the Tenant's own risk.

e. Landlord shall not be liable for loss, theft, or damage to personal property of the Tenant or any guest or visitor of the Tenant in connection with the utilization of the Fitness Room, including but not limited to, money or jewelry; and Landlord shall not be liable for any loss or damage suffered by Tenant as a result of personal injuries sustained by Tenant or any guest or visitor of the Tenant, on or near the Fitness Room. Tenant hereby releases and discharges the Landlord, the Landlord's agents and employees from any and all liabilities, suits, claims, demands, actions or damages (including without limitation, all claims for property damage, personal injuries or death) except to the extent that such loss or damage is caused by or results from the Landlord's or the Landlord's agents' or employees' gross negligence or willful misconduct.

f. Tenant is aware that the use of the Fitness Room involves certain risks of injury and Tenant expressly assumes the risks and responsibilities for any and all accidents or injuries of any kind which the Tenant may sustain by reason of physical exercise and/or use of the Fitness Room's facilities.

g. Landlord may permanently close the Fitness Room, change any service or equipment contained in the Fitness Room and/or change any condition or rule of use for the Fitness Room at any time at Landlord's sole discretion without notice to the Tenant. Tenant will not be entitled to any reimbursement, reduction or abatement of rent as a result of the Landlord's election to permanently close the Fitness Room or take any other action respect to the Fitness Room.

7. INTERNET SERVICES

a. The Landlord provides high-speed Wi-Fi Internet service at no additional fee.

b. Tenants may make unlimited personal use of the service within their apartment and the Building. Connection or transmission of service outside the Building is not permitted. Tenants may not host a server on the network. Hacking or tampering with network equipment is prohibited.

- c. Subscribers are required to have updated antivirus software installed and functioning.
- d. Any violation of these rules may result in termination of service.
- e. Contact the Maintenance Department via the portal if you experience an interruption of service. You should reboot your computer and router first to see if that corrects the issue.

8. HOUSEKEEPING AND DECORATION:

- a. Mattresses: Tenant shall provide and use a fully encasing zippered mattress cover on both the mattress and box spring (if applicable). Tenant will be charged a replacement cost for deeply soiled or stained mattresses.
- b. Extermination: Tenant shall be responsible for any extermination fees that are caused by Tenant, including, but not limited to, bedbug infestations due to lack of mattress covers, pests that originate from kitchen sources, accumulated trash, or other Tenant actions.
- c. Cleaning: Tenant shall keep the Premises in a clean and sanitary condition. Clean kitchens and bathrooms regularly, and vacuum your apartment. Do not permit offensive odors to originate from the Premises at any time.
- d. Painting: No painting, writing, or otherwise defacing any surface of the apartment is permitted. All apartments shall remain painted in the Landlord's choice of color. Landlord reserves the right to determine when the apartment will be painted.
- e. Pushpins, tacks or nails are not allowed on walls. Use of poster tape, Blu-Tack/Poster Putty and similar non-damaging materials are allowed. Tenant shall be charged for damage.
- f. Interior doors and cabinet doors may not be removed.
- g. No flags, signs or advertisements are to be displayed in apartment windows. No pianos, waterbeds or heavy furniture are permitted.
- h. Recycling: Tenant shall comply with recycling rules of posted in the Building and be responsible for any fines incurred by the Landlord for the Tenant's failure to comply.
- i. Garbage: Tenant must supply Tenant's own garbage cans for the apartment. If garbage is allowed to accumulate inside or outside the apartment, there will be a charge to the Tenant for each bag/item the Landlord removes. To remove trash, use strong plastic bags, tied tightly, removed promptly and taken to the appropriate trash area. Put trash in garbage bins, recyclable items in recycle bins.
- j. Laundry machines are used at the Tenant's risk and cost. Instructions must be followed.
- k. Tenant must thoroughly clean the Premises at the Tenant's expense before departure and return of keys.
- l. If a part or parts of the apartment/unit cannot be satisfactorily cleaned or repaired, Tenant must pay for Landlord to replace them completely. Payment for damages, repairs, cleaning, replacements, etc., are due from the Tenant immediately upon the demand of the Landlord.

9. SECURITY AND KEYS:

- a. Tenant is not permitted to change the lock or keying to the apartment or any room.
- b. Tenant is responsible for lock change fee and installation costs if any keys are lost, stolen or otherwise not returned promptly at the end of the Lease. Tenant must report lost or stolen keys immediately.
- c. The Tenant is strongly advised to always carry the apartment keys.
- d. Lock-outs are not considered an emergency by the Landlord. Lock-outs will incur a Lock-out fee of \$100 per incident.
- e. The Landlord may arrange spare keys or entry to apartment during regular business hours.
- f. Tenant shall keep the apartment door and Building entrance doors shut and locked at all times.
- g. Tenant shall not prop doors open.

10. ELECTRIC SERVICE:

- a. The Tenant must establish and maintain electric service for the apartment in the Tenant's name during the full Term of the Lease, including sublets, and pay all bills issued by the utility company.
- b. Tenant may be billed for electric service that is billed under the Landlord's name during any portion of the Lease period.
- c. Tenant may not turn off electricity for summer or winter school breaks. At all times, including when leaving for any break, Tenant must set the thermostat to at least 60 degrees Fahrenheit.
- d. For information concerning electric service to the apartment, the Tenant should contact www.nyseg.com.
- e. Tenant is responsible for terminating electric service at the end date of the Lease, or upon move-out if move-out date is prior to the end date of the Lease, and prior permission is granted by the Landlord.

11. PRIVACY:

- a. Landlord recognizes that Tenant has a reasonable expectation of privacy. At certain times, however, it may be necessary for Landlord or its agent to enter the apartment, in order to make repairs or improvements (as needed), show the unit to rental prospects, deliver packages, perform regularly scheduled monthly preventative extermination, or for other business reasons.
- b. When possible, any entry by the Landlord into the Tenant's apartment will be scheduled for a time between 9:00 a.m. and 5:00 p.m. Also, when possible, the Landlord will give advance notice to Tenant by 7:00 pm the night before any entry is pre-scheduled.
- c. If Landlord is presented with proper documentation, Landlord shall allow law enforcement officers (including Cornell Police) to enter the apartment. Examples include, but are not limited to, search warrants, missing person/ welfare checks.

12. SMOKING:

- a. No smoking or vaping of any tobacco, legal or illegal substances (such as e-cigarettes, marijuana, hashish, cocaine, or herbs in a hookah) or other similar lighted products (hereinafter referred to as "smoking") shall be permitted in any apartment or area of the Building. Tenants are not permitted to allow second-hand smoke to filter into Building hallways or other areas that may irritate other Tenants of the Building. The Landlord cannot and does not guarantee a smoke free environment to the Tenants.
- b. Smoking is not permitted in stairwells, halls, elevators or any common spaces of the Building. In addition, smokers are expected to remain at a reasonable distance from Building entrances while smoking so as not to interfere with Building access or the rights of others.
- c. Tenant shall inform guests and visitors of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
- d. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of a smoke-free condition in a Tenant's unit, the common areas, or the Building.
- e. Tenant understands that if there is a smoking violation by Tenant or Tenant's guests or visitors, Tenant shall be responsible for any costs associated with damages caused by said smoking violation. Such damages charges may include, but are not limited to, painting, carpet and furniture replacement, and odor elimination. Such damages caused by smoking are not considered normal wear-and-tear. In addition, Tenant may be assessed a \$250 fine for violating the Lease terms, plus cleaning and damage fees.

13. NO SOLICITATION:

- a. Solicitation is not permitted in the Building.

14. NO PETS:

- a. The Landlord has a strict no pets policy. No pets are permitted in the Building. No visiting pets are permitted.
- b. "Pets" includes, but is not limited to, both warm-and cold-blooded animals, such as dogs, cats, hamsters, rats, birds, snakes, lizards, or insects. Fish are permitted in containers no larger than five (5) gallons in size.
- c. If "no pets" rule is broken by the Tenant, the Landlord will charge the Tenant the maximum fees for extermination services, carpet or furniture cleaning, replacement or other costs associated to the presence of such animal in the apartment.
- d. The Landlord may contact any local Humane Society for removal of such animal if not removed immediately by the Tenant at the Landlord's demand.

e. Under federal and State law, a disabled person may seek an accommodation of this policy in appropriate circumstances. If a person is not disabled as defined by the law, or does not have a disability-related need for an assistance animal, the law does not require a modification of Landlord's no pet policy. For more information on how to request an accommodation, please contact the management office.

15. MAINTENANCE AND FACILITIES:

a. Landlord shall provide a clean and well-maintained apartment at the start of the Lease, renewals and lease extensions excepted.

b. The heating season (as set by Ithaca City Housing Code) is September 15 through May 31. Each apartment must be heated to a temperature of at least 60 degrees Fahrenheit. Tenant agrees not to block or cover heating appliances or heating ducts with furniture or bedding.

c. Tenant is not permitted to install any personal Air Conditioners.

d. Landlord shall provide necessary maintenance during the Term of the Lease. If at the commencement of the Lease there remain minor repairs or painting, the Landlord may give the Tenant possession and will complete such items when convenient to the Landlord. There will be no abatement or reduction of rent in such cases.

e. Tenant must report any necessary repairs or maintenance requests through the tenant portal. Regular maintenance requests are completed weekdays, 9:00 am to 5:00 pm. After or before this time, weekends and holidays are for emergencies only. Emergencies are no heat, no water, water leaks, or any truly dangerous situation. Lost keys are not an emergency.

f. Report any leaks or water drips immediately. The Tenant must treat all leaks as an emergency.

g. Tenant must report any necessary refrigerator repairs promptly. Landlord is not responsible for replacing lost food due to appliance failure.

h. Landlord shall replace light bulbs in permanently installed lighting fixtures upon notification from Tenant.

i. Preventative extermination for the Building is provided by Landlord. Please report any pest or insect issues immediately, and be prepared to fully cooperate with any extra extermination deemed necessary by a licensed professional exterminator.

j. Tenant will be held responsible for the cost of damages caused by failure to report needed repairs or tenants own action or neglect. Normal wear and tear excepted.

j. Do not flush large wads of toilet paper down the toilet. Grease, oils, coffee grounds, fibrous materials, Q-tips, sanitary napkins, tampons, and condoms must be put in the garbage, not in the toilet or down drains.

k. Tenant is responsible for plunging toilets if they become clogged. Never re-flush a clogged toilet. Water may overflow and cause leaks. Tenant may be held responsible for costs associated to damage caused by this. Notify the Maintenance Department if plunging does not correct the

problem. Caustic substances (Drano, Liquid-Plumber, etc.) must not be flushed down toilets or drains.

16. FURNITURE AND APPLIANCES:

a. Tenant cannot remove any furniture or appliances that are provided by Landlord as part of the Lease.

b. Tenants are expected to keep all provided furniture and appliances within the apartment and to maintain the same in good condition during the Lease Term.

c. You may bring any of your own additional furniture that will fit into the apartment and not block the exit areas. Additional personal furniture must be removed by the end of the Lease Term.

17. MOLD AND MILDEW: To prevent and reduce mold and mildew, the Tenant must follow the following procedures:

a. Always use bathroom exhaust fans when showering to prevent mildew accumulation.

b. Use a cleaning product on bathroom surfaces, including ceilings, that is indicated for mold/mildew removal and take necessary measures to prevent mold/mildew from accumulating in the Premises by keeping all areas free from water accumulation, removing visible moisture/mildew from shower enclosures, windows, walls, ceilings, and surfaces.

c. Tenants are fully responsible and liable for the amount of all cleaning expenses incurred by Landlord to remove mold from the apartment as well as all damages to the apartment or the Building caused by mold that is the result of tenant misuse, failure to report needed repairs or neglect. Tenant further agrees that the Tenant shall be responsible for damage to the Premises and personal property as well as any injury to him/her and all occupants of the Premises resulting from Tenant's failure to comply with these terms.

18. MOVING IN: No Tenant may take possession or pick up keys to an apartment if any Tenant on the Lease has any outstanding or unpaid Lease obligations. Arrangements for key pick-ups should be made in advance.

19. MOVING OUT:

a. The Tenant shall move out of the apartment and deliver the apartment to the Landlord peaceably and quietly at the end of the Lease and shall return all keys issued to the Rental Office. An apartment is not considered vacated until all keys from all Tenants are returned and all occupants have vacated. The Landlord may charge the Tenant lock change fees for any keys not returned.

b. Tenant shall remove all personal property at the end of the Lease Term. Any items not removed are considered abandoned by the Tenant, and will not be returned by the Landlord. Items may not be left in an apartment for use of any future Tenants.

c. Landlord shall inspect the Premises at the end of the Lease period, at a time convenient to the Landlord, after all apartment keys are returned by the Tenant to the Landlord.

20. PAYING RENT:

a. Rent may be paid through the property management application/portal, with a 3% fee for credit card payments, or by check, cash, money order, or bank bill pay, with no fee. Checks should be payable to Student Agencies Properties, Inc. as named on Page 1 of the Lease.

b. Payments received more than five days past the due date are subject to a late fee as specified in the Lease.

21. COVID-19; HEALTH RULES: Pursuant to Landlord's authority to adopt Building Rules at its discretion, Landlord may adopt at any time, and Tenant shall accept, rules pertaining to the use of masks, social distancing, additional health-related occupancy limitations, use regulations, and other health guidelines caused by, related to, or in any way connected with the COVID-19 epidemic/pandemic or any other health-related emergency. These rules may include, but not be limited to, requiring all Tenants to comply with applicable directives, mandates, or guidance issued by any governmental or quasi-governmental authority (including, but not limited to the Centers for Disease Control and Prevention, the Department of Health, or World Health Organization) applicable to the Building, the Premises, or Landlord in connection with the foregoing.

Rider A

Digital Renderings of the Premises or Building

This Rider A applies to digital renderings, illustrations, floor plans, or other materials that may be used in the marketing or showing of the Premises or Building, as such terms are defined in the Lease.

Tenant recognizes, acknowledges, and agrees that these materials are intended and meant for illustrative purposes only. For example, all renderings, floor plans, color schemes, furniture depictions, maps, sizes, or dimensions describing the Premises or Building are not meant to be taken as any guarantee or warranty, of any kind, of the actual layout, design, or quality of the Premises and Building.

By executing the Lease, Tenant expressly and explicitly understands that any digital renderings, illustrations, floor plans, or other materials used in the marketing or showing of the Premises or Building are only meant for illustrative purposes. Accordingly, Tenant represents to Landlord that it is not relying on any of these materials in deciding to execute the Lease. Further, Tenant represents to Landlord that it fully understands that there may be deviations between these materials and the actual design or quality of the Premises and Building.