

SYRACUSE QUALITY LIVING

215 CHERRY STREET, SYRACUSE, NY 13210
PHONE: (315) 820-0200;

SAMPLE LEASE AGREEMENT

The Landlord and the Tenant agree to lease the Property described herein for the terms stated below.

LANDLORD:		TENANTS:	
SYRACUSE QUALITY LIVING 215 CHERRY STREET SYRACUSE, NY 13210		{Insert Name Here}	
RENTAL PROPERTY ADDRESS: Insert Address Here; Apartment # ; Bedroom # ; Syracuse, New York 13210			
DATE:		LEASE TERM:	12 Months
BEGIN DATE:	August 9, 2021	END DATE:	July 31, 2022
PAYMENT PLAN	YOUR 'RENT' FOR THE TERM IS \$.00 (PLUS OTHER ADDITIONAL CHARGES AS IDENTIFIED IN THIS LEASE). IT IS PAYABLE IN ONE OF THE FOLLOWING PAYMENT OPTIONS: <ul style="list-style-type: none"> ○ OPTION A (ANNUAL, 5% DISCOUNT): FULL YEAR ADVANCE PAYMENT OF \$ _____, DUE ON OR BEFORE MOVE-IN DATE ○ OPTION B (SEMI-ANNUAL): TWO EQUAL INSTALLMENTS IN THE AMOUNT OF \$ _____, FIRST INSTALLMENT ON OR BEFORE MOVE-IN AND SECOND INSTALLMENT ON OR BEFORE _____ ○ OPTION C(MONTHLY): EQUAL INSTALLMENTS OF \$.00 PAYABLE ON OR BEFORE MOVEIN AND EACH AND EVERY SUBSEQENTIAL PAYMENTS DUE ON THE FIRST OF DAY OF EACH MONTH THEREAFTER. 		
FEES	<ul style="list-style-type: none"> • APPLICATION FEE: 25.00 • ADMIN FEE: \$75.00 • PET DEPOSIT: N/A • KEY DEPOSIT: \$25.00 • SECURITY DEPOSIT:\$ {One Month's Rent} 	NO EXTRA CHARGE FOR: <ul style="list-style-type: none"> • UTILITIES • FURNITURE • STANDARD WIFI INTERNET • PARKING • LAWN MAINTENANCE 	
TOTAL RENT:	\$.00	INSTALLMENT AMOUNT:	\$.00
FIRST MONTH'S RENT:	\$.00	LAST MONTH'S RENT:	\$.00

*Subject to the lease terms.

1. Term. The term of this Lease ("Term") shall begin at 12:00 p.m. on the lease start date above, and terminate at 12:00p.m. on the lease end date above. This is a JOINT and/or SEVERAL lease depending on the tenants listed above. This Lease continues regardless of whether Resident is transferred, ceases to be enrolled, or for any other reason Resident is unable to continue occupancy of the Premises, and Resident's obligation to pay rent and perform all other obligations in this Lease continue until the Term ends.

2. Premises. Landlord does hereby lease unto Resident and Resident hereby leases from Landlord an apartment or room/suite (the "Unit") owned by Syracuse Quality Living, Syracuse, NY at the address shown above.

3. Security Deposit. Resident shall deposit with Landlord the sum of **one month rent** for the faithful performance of Resident's promises and duties contained herein (the "Security Deposit") to be due at lease signing. If Resident fails to make any part of this deposit payment, or any installment payments on time prior to taking possession of the Unit, Landlord has the option to view this as default of the agreement and may opt to terminate the Lease. If Landlord chooses to do so, Landlord will notify Resident via email, to the email address Resident provided on Resident's rental application. \$100 from every Security Deposit is non-refundable and will be applied as a restoration fee to make the apartment ready for the next resident. In particular, by payment of this fee you are in no way released from your obligations under this lease to leave the apartment in a good and clean condition. Landlord shall not be required to pay any interest to Resident upon the Security Deposit. Landlord may deduct from the Security Deposit amounts sufficient to pay **(1)** any damages sustained by Landlord as a result of Resident's nonpayment of rent or non-fulfillment of the term of this Lease Agreement; **(2)** any damages to the Premises for which Resident is responsible; **(3)** Any unpaid bills which become a lien against the Premises due to Resident's occupancy; **(4)** any costs of re-renting the Premises after a breach of this Agreement by Resident; **(5)** any court costs incurred by Landlord in

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connection with terminating the tenancy; **(6)** any other damages of Landlord which may then be deducted and paid from the Security Deposit under the laws of this State or stated in the handbook; and **(7)** the cost to have the Unit professionally cleaned after move out; **(8)** any costs for removal of garbage, debris, or abandoned personal belonging or furniture left in the Unit. If Landlord uses or applies any of the Security Deposit during the Term, Resident shall immediately replenish it to its originally required amount within 30 days of being notified.. After having deducted the above amounts, Landlord shall, if Resident's forwarding address is known to Landlord, and delivery of possession of the premises is complete, pending demand by Resident, mail the balance of the Security Deposit. If Resident's address is unknown to Landlord, Landlord may deduct the above amounts and shall then hold the balance of the Security Deposit for Resident's collection for a six (6) month period beginning upon the Lease End Date and delivery of possession by Resident. Subject to applicable state law, if Resident fails to make demand for the balance of the Security Deposit within the six (6) month period, Landlord shall not thereafter be liable to Resident for a refund of the Security Deposit or any part thereof. The Security Deposit is not any part of the rent herein reserved and consequently cannot be applied to the final month's rent. The Security Deposit shall be forfeited should Lessee apply or deduct any portion of the Security Deposit from the last month's rent or attempt to apply the security deposit at any time in lieu of payment of rent. This Security Deposit shall be held without any duty to pay interest and shall be held in accordance with the laws of the state of New York.

4. Rent payments. Time of rent payment is of the essence. In the event the rent is not received by the Landlord on or before the due date, then, at the option of Landlord, such failure to pay on time shall constitute default. Tender is not available as a remedy to Resident; that is, if rental payments are not paid on or before the due date, the delinquent payment of same will not cure the initial breach committed by nonpayment. Resident hereby waives any requirement of notice from Landlord to Resident that Resident is in default. If Landlord elects to accept a late payment, **as of 4pm on the 5th day of the month to the 15th, a late fee of \$50.00 shall be assessed to the Resident. From the 16th to the end of the month a \$100 dollar late fee will be assessed.** At their option, the Landlord can accept partial payment of Rent, but the Landlord does not waive his right to collect and enforce the payment of the remainder including late fees, regardless of whether or not the resident has made notations on checks or money orders and regardless of when the obligation came about. At the Landlord's option, and without notice to the resident, any money that we received from the resident can first be applied to any outstanding charges (including but not limited to late fees, damage or repair charges, return check fees, fines, etc.) that the resident owes and then to the current monthly installment of rent, regardless of whether or not the resident has made notations on checks or money orders and regardless of when the obligation came about. If the payment made by the resident does not cover the total charges outstanding, the resident would immediately pay the difference, plus any late fees. The grace period is a courtesy, but Residents are reminded rent is still due on the 1st of every month. There will be a \$35.00 fee assessed on all insufficient fund transactions, plus all applicable late fees. Resident will bear the cost of Landlord's legal fees and expenses pertaining to non-payment and collection of rent or damage fees. Landlord has the right to remind Resident of any payment due date, but the responsibility is on the Resident to make timely payments without any further notification from Landlord. Landlord has the right to apply payments to charges due based on Landlord's internal payment prioritization method, meaning regardless of Resident's intent payments will be posted first to late fees, damage charges, and so on, with the balance applied against base rent only after payment of such charges. Resident understands that full installment payments in agreed amount and timing must be tendered on stated due date. The last month's rent would be payable at the time of signing of lease in addition to the security deposit. Landlord is not required to accept partial rental installments or payments less than the amount due. Resident may prepay for future rental installment payments due.

5. Early Termination: Should you desire to terminate your lease early, you may do a buyout which is to pay only 50% of the remaining amount of the lease is due, and forfeiture of your security deposit and last months rent. Or, you may obtain a sublet with SQL & roommate approval

6. Utilities & Services: Utilities and services supplied to the Resident by the Landlord includes: heat, electricity, water & sewer, wireless internet access, and lawn maintenance. Resident is responsible for cable television and may purchase a higher speed Wi-Fi, if desired.

7. Use and Conduct. Resident may use and occupy the premises for residential student housing purposes only. Resident may not conduct any commercial enterprise in the Premises. Resident shall cooperate and adjust to the concept and requirements of living in a student residence environment and shall not allow any disruptive behavior or conduct in the Premises or any nuisance in the Premises. Resident may not have any handgun; firearm; weapon of any type; explosive, flammable or hazardous substance; or anything else of a dangerous nature in the Premises. Resident may not allow the misuse of alcoholic beverages in violation of State law or Syracuse Quality Living rules and regulation, or the possession, use, sale or manufacture of illegal narcotics, marijuana, hypnotics, stimulants, hallucinogens or other similar known illegal drugs and/or chemicals in the Premises by Resident or Resident's guests.

8. Rules and Regulations. Resident, his guests and agents, shall comply with and abide by all of the Landlord's existing rules and regulations, and such future reasonable rules and regulations as the Landlord may from time to time at its discretion adopt.

9. Rental Application. In the event the Resident has submitted a Rental Application in connection with this Lease, Resident acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and the Resident warrants to Landlord that the facts stated in the Application are true to the best of Resident's knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy immediately and to collect from Resident any damages, including reasonable attorney's fees, resulting there from. Resident acknowledges that Landlord will screen Resident and Resident's guarantor in accordance with company polices and rental criteria.

10. Resident's Obligations. In addition to the other obligations of the Resident under this Lease, during the term of this Lease, Resident shall: **a)** Use the Premises for residential use only and in a manner so as not to disturb Resident's neighbors; **b)** Not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance; **c)** Keep the Premises, including, but not limited to, the apartment, all plumbing fixtures, facilities and appliances, and yards used by Resident in connection with the premises in a clean, safe, sanitary and presentable condition; **d)** Comply with any and all obligations imposed upon Resident by applicable building and housing codes; **e)** Dispose of all rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse; and remove all trash, waste, and debris from the premises a minimum of once per week; **f)** Use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, if any, furnished as a part of the Premises. Resident is liable to Landlord for any damages caused by Resident's failure to comply with this requirement; **g)** Be responsible for all damage, disturbance, and negligence caused by their guests to the Premises; **h)** Be responsible for cost of repairs to any clogged drains or toilets during their tenancy, caused by anything Resident has intentionally or unintentionally put down the drain or into the toilet; **i)** Be responsible for and liable to Landlord, and not deliberately create, damage to, defacement of, or removal of property from the Premises, whatever the cause, except such damage is caused by ordinary wear and tear, acts of the Landlord, or of third parties not invitees of the Resident, and natural forces.

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11. Permitted Occupants. Only the Resident/s listed on the Lease are allowed to occupy the Premises. If the city and building codes allow additional occupants, and Residents wish to have an addition occupant move in, the new Resident must be approved by Landlord and added to the lease agreement. Additional Residents must meet rental criteria, and Landlord may approve/decline the request. If approved, there is \$100.00 monthly fee.

12. Maintenance and Repairs. Landlord shall be responsible for all repairs and maintenance to the Premises, with the exception of such repairs caused by Resident's intentional or negligent misuse of the Premises. If repairs are necessary due to Resident's neglect or misuse Landlord has the right to make repairs and bill these repairs to Resident. Resident shall promptly inform Landlord, or its agent, in writing, of any necessary repairs which need to be performed by Landlord. Resident shall keep the Premises and the items furnished by Landlord in good and clean condition. Resident shall promptly reimburse Landlord within thirty (30) days for all costs for necessary repairs or replacements necessitated by Resident's intentional or negligent misuse of the Premises or any items furnished by Landlord, otherwise Resident will be subject to a late fee of \$35 per month. Landlord's sole obligation is to be reasonably diligent in Landlord's effort to execute necessary maintenance repairs. Payment of rent is not discretionary, and during the time any maintenance is to be done or being done, whether or not the Resident continually occupies the Unit, Resident cannot stop payment of or reduce rent.

13. Acceptance of Premises. Resident acknowledges that Resident has inspected the Premises and Resident agrees that the Premises and any common areas used in connection with them are in a safe, fit and habitable condition and, where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances furnished with the Premises are in good and proper working order. Resident also acknowledges that he/she will have the opportunity to submit an inspection form within 48 hours of move in, to document the state of the Unit at that time.

14. Right of Entry. Subject to applicable state law, Landlord can enter the Premises (a) by passkey or otherwise at all reasonable or necessary times upon reasonable, for inspection, maintenance, housekeeping, leasing, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection, and to show the Premises to prospective residents, lender, or purchasers; (b) at any time in an emergency, without liability to Resident; (c) if Resident defaults under this Lease and abandons the premises, and (d) if Tenant puts in a service request they understand maintenance will enter the apartment to complete the service request.

15. Pets. No pets shall be allowed to be kept in or about the Premises unless Landlord has approved a pet in this agreement. Resident must also pay related pet fees, deposit(s) and rent before pet is kept in or about the Premises/Unit. Pet fee is \$500/year payable at the time of lease signing in addition to a \$250 pet security deposit. If pet is approved Resident hereby agrees to pay the fees without pro-ration for the entire term of the lease, and understands that any damage caused by the pet will be payable to Landlord from Resident, in addition to any fees. Pet must be current on all appropriate vaccinations, shots and registration, and owner must pick up after the pet's waste promptly, or pay fees. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Nothing in this Lease shall be construed to prohibit seeing-eye dogs for the visually impaired. In the event of a violation of this rule, Resident will be assessed a \$200 fine per occurrence, and have 48 hours to obtain proper approval or be fined an additional \$25 per day. Unauthorized and/or unregistered pets are not allowed on the property and must be removed immediately. Landlord may remove any unauthorized pet with one day's written notice of intent to remove the pet. Landlord may turn the pet over to a humane society or local authority.

16. Alterations. Resident shall not make any alterations, additions or improvements in or to the Unit or paint or decorate without Landlord's consent.

17. Renewal. If, prior to the expiration of Term, Resident executes a binding lease with Landlord for the next succeeding designated term (a "New Lease"), the terms of this Lease shall continue in full force and effect (without, however, any obligation of Resident to make any additional payment of Rent or installment hereunder) until the beginning of the term provided in the New Lease (the "New Term"). Nevertheless, Resident shall remain liable for all amounts of additional rent which may be or become due and owing hereunder prior to the commencement of the New Term. Landlord has the right to set a renewal deadline. If Resident does not sign a "New Lease" by this deadline Landlord has the right to lease the Premises to another party. Landlord also has the right to deny Resident's ability to sign a New Lease, based on poor payment, behavior, or nuisance history. If Resident signs a Renewal lease, then decides at a later date they do not wish to stay in the New Lease, they must contact corporate at Syracusequalityliving@gmail.com.

18. Default/Landlord's Remedies. In the event Resident shall fail to perform any duty or condition of this Lease within three (3) days of having received notice from Landlord to do so (except no notice shall be required for failure to pay rent by the due date thereof), then Landlord, in addition to all other rights and remedies provided by law, shall have the right, without further notice and with or without legal process, immediately to terminate this Lease and re-enter the Premises or to re-enter and re-lease the Premises without terminating this Lease. In the event Landlord either terminates this Lease or re-enters and re-leases without terminating, Landlord shall be entitled to collect any damages resulting from Resident's default, including, but not limited to, any costs of re-renting the Premises, the difference, if any, between the actual rental at which the Premises are re-leased and the rental provided for herein for the balance of the term, and a reasonable attorneys' fee. Upon any reentry pursuant to this paragraph, Landlord may, but shall not be obligated to, without liability to anyone for trespass or conversion, remove any personal property located in or about the Premises to be disposed of. If Landlord re-leases the premises, in no event will Landlord be obligated to pay Resident any excess credit amounts.

19. No Waiver. No failure by Landlord to exercise any rights hereunder to which Landlord may be entitled shall be deemed a waiver of Landlord's right to subsequently exercise same. Resident shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Landlord's failure to timely assert Landlord's rights.

20. Eminent Domain and Casualties. Landlord shall have the option to terminate this Lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty or if compliance with applicable building or housing codes requires an expenditure which, in the Landlord's reasonable opinion, is uneconomical.

21. Check-in and Check-out procedures. Immediately preceding the Resident's taking possession of the Unit, Resident may conduct an inspection of the Unit and shall note any defects or damages, and any other conditions observed, and return such documentation to Landlord within 48 hours. It is required that Landlord and Resident shall sign the report as conclusive evidence of existing defects, damages, or conditions. Upon Resident's time upon surrendering possession of the Unit at the termination of the Lease, Landlord shall note on Landlord's copy of the report the condition of the Unit at that time, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Landlord to have occurred during the occupancy of Resident and use of the Unit. If Resident fails to submit any documentation within 48 hours of move in, or fails to specifically dissent in writing to any damage or defect, the Resident waives the right to dispute any assessment of damages to the Unit.

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22. Resident's Insurance. Landlord requires that Resident carries SQL's renter's insurance policy or one of like manner for the entire term of the lease. Resident agrees to release and indemnify Landlord and its agents from and against liability for injury to any persons or Residents or to any members of his household, licensees, and invitees resulting from any cause whatsoever. Tenant understands that the insurance coverage purchased by Landlord is not intended to protect tenant against any loss or damage, including but not limited to: burglary, vandalism, fire, smoke or flood. Landlord is not responsible for loss or damage resulting from tenant negligence. Additionally, Landlord is not responsible for any damage to the property caused by tenant and/or all associated guests including but not limited to roommates, family members or guests, whether caused willfully, accidentally or through negligence. Tenant hereby acknowledges that he/she has been advised that Landlord is not responsible for damages to tenant personal property.

23. Resident's Duties Upon Termination. Upon any termination of the tenancy created hereby whether by Landlord or Resident, Resident shall: **(a)** schedule a move out appointment in advance per Landlord's request; **(b)** vacate the Premises removing all personal property located in or about the Premises; **(c)** perform such acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, to same condition as when this Lease was executed, ordinary wear and tear excluded; **(d)** fasten and lock all doors and windows; **(e)** return to Landlord the keys to the Premises; **(f)** turn off lights and anything else with an on/off switch; and **(g)** notify Landlord of the address to which the balance of the Security Deposit may be returned. If Resident neglects to remove all personal property, Landlord will dispose of it at Resident's expense.

24. Holding Over. If Resident fails to surrender the Unit by the end of the Term, a charge in the amount of \$100 per occupant will be charged for each day past the lease end date that Resident holds over. After termination or expiration of this Lease, this Lease shall not be deemed to have been renewed or extended and Resident shall be deemed to be a Resident at sufferance.

25. Severability. The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Landlord's option in full force and effect.

26. Easements, Restrictions and Rights of Way. The Premises are demised subject to all easements, restrictions and rights of way of the Premises.

27. Binding Effect and Complete Terms. The terms, covenants, conditions and agreements herein contained shall be binding and to the benefit of and shall be enforceable by Landlord and Resident. All negotiations and agreements of Landlord and Resident are merged herein.

28. Covenant of Title. Landlord covenants and warrants to Resident that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that, provided Resident is not in default hereunder.

29. Non-Liability of Landlord. Landlord, its officers, agents and employees, shall not be liable in any manner for any loss, injury or damage to Resident, its agents and guests, including but not limited to, acts of theft, burglary vandalism and assault. Resident assumes all risk of loss or damage to Resident's property within the Property or Premises which may be caused by water leakage, fire, windstorm, explosion or other causes.

30. Resident agrees to and hereby does indemnify and hold harmless Landlord, its officers, agents and employees from and against any and all claims for injury, loss or damages to person or property, regardless of cause, arising out of or resulting from damage, injury or less alleged to have been sustained by Resident; without in any way limiting or restricting the generality of the above, Landlord shall not be liable for any claims arising from acts of theft, burglary vandalism, assault and other criminal activity committed on the Property.

31. Damage or Destruction of Premises. If, in the opinion of the Landlord, the premises or property should become uninhabitable during the term hereof because of damage or destruction by fire or other occurrence, Landlord shall have the right to opt to relocate Resident to another similar apartment within the company. In the event of such damage or destruction to the Premises or Property without the fault of Resident, his agents or invitees, Resident's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease, or does not furnish Resident with another similar unit within the company. If damage or destruction of the premises or its furnishings is determined to be the fault of the Resident or Resident's invitees, then Resident agrees to pay for all repairs and damages (including replacement costs) beyond that attributed to normal wear and tear.

32. Security. Landlord does not promise, warrant, or guarantee the safety or security of Lessee or Lessee's personal property against the criminal actions of other residents or third parties. The Lessee agrees to look solely to the public police for security protection.

33. Parking. Resident understands that they must follow all parking rules of the complex and the City of Syracuse. Noncompliance of parking rules, posted or not posted, or park anywhere other than a designated parking space, vehicle is subject to being towed at the vehicle owner's expense. Parking is done at the Resident's own risk, and Resident hereby indemnifies Landlord from any possible liability.

34. Abandonment of Property. Subject to applicable state law, any property of the Lessee remaining on the premises in any general storage space, or otherwise in or about the Premises after lease termination, shall be deemed to be abandoned by the Lessee, and become the property of the Landlord.

35. Miscellaneous. This Lease and any attached addenda constitute the entire Lease between the parties and no oral statements shall be binding. Any amendment to this Lease, other than a change to the Rules and Regulations, must be in writing and signed by the party to be bound. Time is of the essence in the obligation under this Lease. Any addendum or exhibits attached to this Lease are hereby incorporated by reference as a part of this Lease. In the event, for any reason, that the said property is sold or there is a change in the property managing entity as assigned by the owner, this Lease may be re-assigned to the new property owner or management entity. Resident agrees to allow Landlord permission to use, alter and publish photographs, reproductions, video, audio or likeness of Residents and the Unit for use in media referencing the Landlord for the purpose of advertising the property and hereby consents to such use.

36. Pest Infestation. In the event Resident observes a rodent or an insect, including but not limited to so-called bed bugs, or experience symptoms consistent with insect bites, Resident must promptly notify Landlord of that fact. Resident understands that a pest infestation can occur suddenly, even in a sanitary living environment, and proliferate if not treated quickly. Resident agrees to properly dispose of refuse, to refrain from using and/or storing second-hand items and to always maintain the Unit in a clean and sanitary condition, to reduce the risks of certain types of pest infestation. As part of Resident's compliance with this general obligation, Resident agrees as follows: **a)** Resident agrees to immediately report to Landlord orally and in writing any pest infestation Resident discovers, identifying the location of such infestation within the apartment. **b)** Resident agrees to keep the Unit in a

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clean and orderly state at all times. **c)** Used articles of clothing, linens and bedding items, luggage and furnishings may be infested with pests, Resident agrees not to use or store secondhand items in the Apartment without first having a licensed exterminator certify that such items are pest free. **d)** Vinyl mattress covers may in certain situations be helpful to combating or preventing pest infestations, and Resident agrees to continuously use a vinyl mattress cover on all mattresses in the Unit, if Landlord asks Resident to do so. **e)** Immediate and continuous access may be required to address a pest infestation, and Resident agrees to provide us and our consultants with open access to inspect, remediate and monitor a pest infestation. **f)** Relocation may be required during a period of pest infestation and remediation of the apartment or of another apartment within the building. Landlord may choose to relocate Resident to another apartment; **h)** Payment of rent is not discretionary, and during a period of pest infestation and the abatement of same, whether or not Resident continually occupies the Unit, Resident cannot stop payment of or reduce Rent. Landlord will not be responsible for any injuries or damages to Resident or any other person that results from a pest infestation and Resident agrees for Resident and all other parties to release and indemnify Landlord in accordance with Section 35 of this Lease. Resident understands and acknowledges that Resident is responsible for all remediation cost or expense resulting from Resident's failure to comply with any of these guidelines.

37. Mold and Mildew. Resident is required to keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees not to block or cover heating or ventilation in the Unit. Resident also agrees to immediately report to the Management office: 1) Any evidence of a water leak in the Unit as well as any storage room or common area; 2) Any evidence of a mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; 3) Any failure or malfunction of the heating or ventilation system in the Unit; and 4) Any inoperable doors. Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as injury to Resident and occupants resulting from Resident's failure to comply with the terms of this paragraph.

Rules & Regulations

These Rules and Regulations are incorporated by reference into the Lease Agreement between Landlord and Resident and are a part thereof. They are promulgated for the purpose of preserving the welfare, safety, and convenience of Residents at Syracuse Quality Living and for the purposes of making a fair distribution of services and facilities for all Residents, and for the purpose of preserving Landlord's property and other residents from abusive treatment. Please refer to the handbook for any additional rules and regulation as well as procedures.

1. In the event of an alarm, Residents are to vacate the Premises immediately. Residents will be instructed by Landlord's staff when they will be allowed to return to their apartments. Residents who do not vacate their apartments during a fire alarm are subject to disciplinary action. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Lease Agreement. Tampering or altering smoke detectors will result in a \$25.00 fine. There is absolutely **NO SMOKING** in any SQL building. Smoking around doorways or windows is not permitted.
2. Residents will remove from the Premises all ashes, rubbish, garbage, cigarette butts, and other waste in a clean and safe manner; keep the leased Premises, the grounds, balconies, and parking lots as clean and safe as their condition permits; and use all electrical, plumbing, appliances, heating and air conditioning, fireplaces and fixtures in a safe and reasonable manner. Resident understands they can be fined \$25 per cigarette butt that is littered.
3. The following items are prohibited at SQL : - Decals,stickers & imitation Command hooks and velcro. Stolen property (I.e.: construction barriers, street signs, dart boards, and liquid-filled furniture. The use of candles, incense,sage or other dangerous substances, chemicals and/or weapons (I.e. automobile batteries, gasoline, acids and other dangerous chemicals, firearms, fireworks, pistols, rifles, BB guns, paint pellet guns, nun chucks, switchblades, explosives and dangerous chemicals. Aerials, masts and other short wave radio transmitting equipment because of FCC interference regulations and safety precautions. Live-cut Christmas trees because they constitute a fire hazard. Drug paraphernalia I.e.: bongos, hash pipes, blow tubes and water pipes) because they are associated with the use of illegal substances. Motorcycles, motor scooters, mopeds, or other internal combustion engines inside or adjacent to buildings. Appliances not provided by Landlord (I.e.: hotplates, grilling machines, portable electric heaters. If portable heaters, air conditioners or dorm refrigerators are desired, written authorization is required + a monthly cost of \$50 per item will be added to rent.
4. Landlord recognizes the right of Resident to entertain friends and have guests from time to time, but Resident expressly understands that occupancy of the Premises is limited to Resident and that guests must adhere to the rules and regulations and respect the rights of roommates. Resident, members of Resident's family and guests shall at all times conduct themselves in an orderly manner, and shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of the other Residents. Residents will be held responsible for the conduct of their visitors and guests; however, the privacy and right to normal use of the Premises by Resident's roommate must be respected by Resident when entertaining visitors and guests. Residents may have overnight guests but no person may stay for more than four (3) consecutive nights or nine (9) total nights in any one month.
5. All organized parties must be planned in advance with and be approved in writing by Landlord.
6. Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted in the Premises or property of SQL.
7. Residents shall not hang or erect anything on or about the interior or exterior of the Premises, nor place nails, hooks, etc. on exterior walls or ceilings of the Premises. Residents are encouraged to decorate. Items should not be secured to walls using double-sided tape, Velcro or fake Command hooks. All interior and exterior doors of the Premises shall remain free of nails &stickers.
8. Resident will be responsible for snow removal of their parking space, driveway, garage area, and vehicle. Landlord will be responsible for snow removal of walkways, and will endeavor to complete to a reasonable standard within a reasonable time frame, subject to weather conditions. Resident understands that during extreme weather snow removal may take time and residue will persist. Resident agrees to use extreme caution and safety when walking the premises while there is ice, snow, or other dangerous weather conditions.
9. All radios, televisions, stereos or any other appliances or items which generate noise or sound, shall be turned down at 10:00pm to 8:00a.m. .
10. Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. If they are obstructed Landlord has the right to remove any belongings from common areas and/or fine Residents up to \$100 per occurrence. Bikes may not be chained to any exterior railings, trees, light poles, or any other structure. Bicycles may be removed from such areas by Landlord and a \$25.00 removal fee will be charged to the owner of the bike. Landlord shall not be liable for damage or loss of any bikes.

Resident Initials: _____

SYRACUSE QUALITY LIVING

215 CHERRY STREET, SYRACUSE, NY 13210
PHONE: (315) 820-0200;

11. Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances. Without exception, the consumption of alcohol and/or the presence of any open container of alcohol shall be permitted at Syracuse Quality Living only in individual Resident Units. Residents are expected to abide by all laws instituted by local authorities. Underage drinking is a violation of these laws.

12. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that Resident removes or damages the window screen a charge of \$25.00 will be imposed for each offense, and payment must be made within ten (10) days from date Resident receives notice of the charge. If there is damage or loss of a screen these fees will be imposed in addition to the fee.

13. For safety reasons no storage or use of barbecue grills in or on any building, walkway, stairway or balcony. Grills found will be disposed.

14. All trash and refuse from Resident's Unit should be placed in garbage bins provided by Landlord and not left in the Premises or in any of the common areas, hallways at SQL. Residents should deposit items to be recycled in the appropriately designated recycle receptacles when available. A \$25.00 service charge will be immediately due and payable by Resident(s) for any pet waste or refuse which is left outside Residents' Unit, placed in non-dumpster receptacles, or left elsewhere on the Premises. At move out, trash left in the apartment will also be billed at the cost of \$25 per bag.

15. Parking double, in fire lanes, on grass or spaces assigned to other Residents will result in the vehicle being ticketed or towed at vehicle owner's expense. Landlord is not responsible for damage that may occur during towing. Vehicle reconditioning, repair, maintenance (including changing of oil or changing tires) is not permitted on site. Vehicles deemed inoperable or in disrepair by Landlord, may be removed at owner's cost.

16. Locks may not be altered, changed or added by Residents under any circumstances. Keys are the property of Landlord and must be returned at the end of Resident's occupancy. Duplication of keys is prohibited. Charges of \$10.00 per key will be made for each key that is damaged or lost. Charges of up to \$250.00 will be made to re-key the entire apartment due to a lost key. Landlord may, from time to time and without prior notice, change locks on an apartment for security purposes. Residents will be instructed to exchange keys at the leasing office. In the event of any missing apartment keys, the responsible Resident shall pay for the lock change of the entire apartment. If a Resident locks themselves out of their Unit and calls on Management to unlock it for them there will be a per occurrence charge of \$10 during business hours and \$20 after business hours, and \$25+ on weekends and holidays.

17. Residents will be held responsible for furniture to be returned to its original position prior to checkout. No furniture may leave the Premises at any time. If Resident damages furniture they are responsible for full replacement cost.

18. The use, sale, or distribution of illicit drugs will not be tolerated. Residents or guests caught using or soliciting drugs will be turned over to the appropriate criminal or university authorities. Residents or guests caught or suspected of using drugs will face disciplinary action including the possibility of eviction. Contraband inspection services can be conducted on an unannounced basis. Communal areas and individual may be subject to inspection.

19. Laundry facilities are for Residents' use only. Landlord will endeavor to maintain laundry machines, but will not compensate Resident for down time.

20. Throwing, dropping, or hanging any and all objects from windows and balconies constitutes a danger to other Residents and the facilities and is expressly prohibited. Residents that throw, drop, or suspend any objects, including Frisbees, balls, etc., will be subject to immediate eviction.

At Landlord's discretion, Landlord may impose a fine of not more than \$100 per person, unless a greater amount is specified herein, per occurrence for any violation of these Rules and Regulations, except as to lesser fine amounts specifically set forth above. Any violation of these Rules and Regulations also constitutes a default under the Lease agreements and shall entitle the Landlord to pursue all remedies available to Landlord pursuant to said Lease. Landlord's determination of a violation shall be final.

Resident acknowledges that he/she has read these Rules and Regulations prior to executing the Lease agreement and Resident agrees to abide by these Rules and Regulations during the term of their lease. Resident also acknowledges that Landlord reserves the right to add additional Rules and Regulations applicable to SQL and to amend or modify any Rules or Regulations contained herein as Landlord determines to be appropriate.

Terms. The terms Landlord, Lessor, and Owner as used herein shall each mean "Landlord" as defined herein. The terms Resident and Lessee as used herein shall each mean "Resident" as defined herein. The terms Unit and Apartment as used herein shall each mean "Unit" as defined herein. Resident acknowledges that he/she has reviewed and agrees with all 6 pages of this Lease Agreement by signing below.

Resident Name (Please Print)

Resident Signature

Date

Guarantor Name (Please Print)

Guarantor Signature

Date

SQL Management

Date

Resident Initials: _____