



Premier Living Suites 2013-14 Lease Agreement

Lease Agreement:

Name: _____, Tenant. **Date:** _____

Permanent Address: _____

and, Premier Living Suites, Landlord, **Apartment Size: Larger or Smaller. *Premier Living Suites will take written requests for apartment and floor preferences, but cannot make any guarantees as to apartment assignments, especially to groups that management will have to find roommates for.**

Premier Living Suites, 247 West Utica Street Oswego, NY 13126

Terms and Conditions

This is a binding Lease Agreement between Premier Living Suites and the Tenant. The Tenant’s signature indicates an agreement to abide by the terms and conditions of this Lease and by all of the rules and regulations stated within Premier Living Suites Rules and Regulations. The Tenant is personally responsible for the Lease requirements and should exhibit character that upholds the apartment community living environment.

A. Lease Term

_____ **10 Month (Saturday, August 17- Sunday, May 25)**

Starting Date: _____ **Ending Date** _____

The Lease Term will begin on _____ (Starting Date) and will end at 12:00pm on _____ (Ending Date). The binding agreement of this Lease holds the Tenant accountable for the full Lease Term. School withdrawal, suspension, expulsion or transfer, business transfer, loss of job, marriage, divorce, loss of co-tenant, poor health, or any other reason except for involuntary military service will not excuse the Tenant from liability under this Lease. The Lease Agreement, Guaranty, and all other mandatory documents must be completed and delivered to the Landlord before the Tenant may occupy the Apartment. If the Landlord determines that the Apartment is not ready for occupancy by the Tenant on the Starting Date of the Lease Term, the Tenant may be excused from paying Rent under the Lease from the Starting Date of the Lease Term until the Apartment is ready for the Tenant’s occupancy. If the Apartment is not acceptable for

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occupancy, the Landlord has the right to terminate this Lease. The landlord is not liable to the Tenant under any circumstances for damages of any kind caused by or related to the failure of the Apartment to be ready for occupancy on the Starting Date of the Lease Term or at any time thereafter.

B. Rent

Print Name _____

Choose One: Freshmen Sophomore Junior Senior (next year)

\$_____ is the Rent due for the entire lease term if paid by cash or check. Any other additional charges noted in this Lease will also be included as Additional Rent. The Rent is payable in one of these payment options:

Payment Plan Options – Please check one:

_____ **Option #1 One full cash or check payment of \$_____ payable on or before May 1st, 2013**

_____ **Option #2 Two equal cash or check payments of \$_____ payable on or before September 15th, 2013 and February 15th, 2014 for students choosing to pay with loan refunds. Loan documentation will be required as proof.**

_____ **Option #3 One cash or check payment including first and last month’s rent due on or before May 1st, 2013, and monthly payments due on the 1st of each month. Last payment due on March 1st must include March and April’s Rent. (*The security deposit may not be used towards the last payment of Rent).**

Rent and all other fees are to be paid in cash, credit, or check.

The rates specified above are the 3% cash or check payment discounted rates for the entire 10-month leasing term.

There will be a fee of one-hundred dollars (\$100.00) charged to the Tenant as Additional Rent for any and all bounced checks in addition to the Rent that was originally due. If Rent is not paid in accordance with the terms set forth above the Landlord will be forced to evict the Tenant and commence with legal action. If the Tenant intends on using funds from a school loan towards the payment of Rent, documentation must be provided as proof of the loan amount.

Rent is due on the specified dates in the amounts shown above. Any Rent received more than five (5) days after the due date shown above is subject to a fifty dollar (\$50.00) late fee which shall be due as Additional Rent. In addition, beginning with the sixth day after the due date of a rent payment, the Tenant will be responsible for an additional charge of \$5.00 per day until the payment is received in full. The Tenant’s right of possession and all of the Landlord’s obligations are expressly contingent on prompt payment of Rent and use of the Premises by Tenant is granted only on the condition that Rent is paid on time. The Landlord will give the Tenant a three (3) day notice to pay or vacate the Premises if the Tenant fails to pay the Rent or Additional Rent due under this Lease. If the Tenant fails to pay in full, the Landlord will be forced to refer the matter to an attorney and

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proceed with eviction. Partial payment of Rent or Additional Rent is not accepted. Should the Tenant decide to vacate the Apartment, the Tenant is still liable for all Rent and charges due through the balance of the Lease Term. The Tenant is responsible for all court costs and attorney fees in the event of an eviction suit, and for any other legal action commenced by the Landlord for the enforcement of the terms and conditions of this Lease.

Payments shall be applied first to any unsatisfied charges, late fees, repairs, or other fees owed by Tenant, and then to Additional Rent that is owed, and then to Rent. Rent payments will be applied to the earliest date owing.

At the end of any Lease term, Tenants must contact the Management Office to submit a Lease Renewal Form if they wish to remain in their current Apartment. This must be done in a timely fashion as Rooms are filled on a first come basis. Current Tenants who neglect renewing their Apartment Lease risk losing their current room assignment. The landlord has the right to accept or deny any such renewal request at its sole discretion.

C. Hold Money and Security Deposit

A non-refundable one-thousand dollar (\$1,000.00) cash or check payment will be due at the signing of the Lease as hold money for you Room. After the Tenant moves into the Apartment, this money will become the security deposit to ensure the Tenant's upholding of the terms and conditions for this Lease. If the Tenant fails to uphold any of the terms and conditions of this Lease, including, but not limited to, the payment of Rent and Additional Rent, the Landlord may at its option use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any such Rent or any sum as to which the Tenant is in default or for any sum which the Landlord may expend or may be required to expend by reason of the Tenant's default in respect of any of the terms and conditions of this Lease, including, but not limited to, any damages or deficiency in the re-security; and it is agreed that the provisions here to shall apply to every transfer or assignment made of the security to a new Landlord.

All monies received pursuant to this provision shall be deposited in an interest bearing the Tenant security deposit account. At the end of the Lease Term, the Landlord will refund to the Tenant any portion of the security deposit which has not been applied pursuant to the terms of Section S provided the Tenant has devotedly performed all of his or her obligations, has surrendered the Premises, and paid all Rent and other charges due.

D. Leased Premises

The Tenant is entitled to exclusively reside in one furnished bedroom within the residential apartments known as Premier Living Suites, located in the City of Oswego, County of Oswego and State of New York under this Lease. The Tenant is also jointly entitled the use of the common areas within the Apartment including the bathroom, living room, kitchen, and laundry facilities. In addition, the Tenant is entitled to the non-exclusive use of the movie theater, fitness center, computer lab, recreation room, and other areas of Premier Living Suites that all residents have general access to.

E. Eligibility

In order to be eligible to reside in Premier Living Suites, applicants must have completed and submitted a Premier Living Suites application, passed the screening process, read and acknowledged the Premier Living

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Suites Rules and Regulations, read and acknowledged the Premier Living Suites Lease Agreement, and been accepted.

F. Room Assignments

Tenants must reside in their assigned Rooms; switching Rooms or permitting any part of the Room to be shared by persons not assigned by the Landlord is prohibited. Any tenant that chooses to switch Rooms or Apartments without the approval of the Landlord will be charged a two-hundred dollar (\$200.00) fee as Additional Rent.

Room assignments may not be changed without the approval of the Landlord who reserves the right to assign a new occupant to fill a vacancy, to make changes in Room assignments, and to reassign, relocate, or remove a Tenant from Premier Living Suites upon proper notification. There will be a one-hundred dollar (\$100.00) fee as Additional Rent for any room change requests.

G. Arrival Procedures

Tenants will be notified when they are allowed to begin moving into their Apartment and may not commence the delivery of personal items beforehand. Requests of early arrival for specific Tenants must be made in writing to the Landlord. All Tenants must report to the Management Office upon arrival, at which time swipe cards, keys, and further instructions will be distributed.

H. Departure

Tenants must be completely vacated when leaving the Apartment or changing Rooms at any time of the year. All tenants must do the following in order to be considered vacated:

- Remove all personal belongings
- Remove all trash and discarded material, leaving the Room and the Apartment as pristine as it was upon arrival at the start of the Lease term
- Return all issued Access Cards and keys
- Complete the Apartment Condition Report, forwarding address information, and all other appropriate forms
- Sign out on the register

I. Medical/Accessible Housing Needs

Upon receiving documentation from a licensed physician that confirms disability and recommends specialized housing, the Landlord will make every effort to provide reasonable accommodation as space allows to Tenants in need of specialized housing due to a physical disability.

J. Room Responsibility

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An Apartment Condition Report will be provided by the Landlord. This must be completed and signed by the Tenant within forty-eight (48) hours of occupying any Room, either on original assignment or following a Room change. This form must be countersigned by the Landlord and will be used as the basis for assessment of any damage or loss attributable to the Tenant at the end of occupancy. The Tenant is liable for all damage and/or loss evident in the Room if they fail to complete and submit the Apartment Condition Report.

The Tenant is fully responsible for the Apartment furnishings and agrees to leave them in the same condition as they were upon the Starting Date with the exception of normal usage and reasonable wear and tear.

If responsibility for damages or losses is uncertain, unclear, or cannot be determined, an assessment will be made against both or all Tenants equally who will be responsible for the actual cost as determined by the Landlord.

The Landlord understands and respects the Tenant's right to privacy. However, the Landlord has the right to enter and inspect any Apartment and make repairs when necessary without notice when safety, repair, or emergency maintenance matters come about. The Landlord has the right to enter and inspect any Apartment at all times without notice if a Tenant is suspected of a violation of the Premier Living Suites Rules and Regulations.

- a. Assessment of charges for Apartment damage or loss.** The Landlord will send a bill to all Tenants responsible for damage or loss. The Landlord will attempt to identify Tenants responsible for damage and loss, however, failure to identify responsible Tenants will result in an equal assessment to all Tenants associated.
- b. Furniture.** A charge of one-hundred dollars (\$100.00) will be billed as Additional Rent to any Tenant who moves furniture from its designated room and/or area. Additional fees will also be implemented to replace any and all stolen or damaged furniture.
- c. Lost or Stolen Keys and Keycards.** Tenants must notify the Management Office of lost or stolen keys and keycards. The cost to the Tenant for a replacement room key or keycard is twenty five dollars (25.00) for the first occurrence and fifty dollars (\$50.00) for each occurrence thereafter. If a new lock set should be needed, the cost to the Tenant is three-hundred dollars (\$300.00). Keys returned at check out that are not the same as the keys issued at move-in will require the re-keying of the door and an assessment of charges will be made that the Tenant will be responsible for. All keys and swipe cards are the property of Premier Living Suites and duplication is strictly prohibited.

K. Maintenance and Facility Condition

All Tenants are expected to uphold the pristine condition of their Apartment and other common areas of Premier Living Suites. The bedroom, bathroom, and all common areas are to be kept clean and rid of filth. Tenants are to demonstrate cleanliness at all times. Maintenance and painting by the Landlord's personnel and/or contractors is permitted in all Rooms and common areas during occupancy, however, advance notice will be given if possible.

- a. Inspections.** The Landlord reserves the right to inspect any and all Apartments and Rooms for safety, security and maintenance purposes as well as instances in which the health, safety, or welfare of a person may be in danger or the property of the Landlord is

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jeopardized. Announced inspections will occur at least twice annually. The Landlord reserves the right to search without consent, to search incidental to arrest, and to search by warrant.

- b. Repair Work.** Advance notice will be given to all tenants when repair work is scheduled except in the case of emergencies.
- c. Room and Apartment Painting.** The painting of Apartments and Rooms by Tenants is strictly prohibited. The landlord reserves the right to authorize painting during occupancy when appropriate.

L. Personal Property Losses and Claims

The Tenant is responsible for keeping their Room (windows included) locked at all times, therefore the Landlord is in no way responsible or liable for lost, damaged, and/or stolen personal property of the Tenant. The Landlord recommends the investment of adequate personal renter's insurance to all Tenants.

M. Utilities

All of the following utilities are provided by the Landlord and are included in the Rent: gas, electricity, water, sewer, garbage removal, internet, and cable TV. All utilities may be used only for normal household purposes and must not be wasted. If the Landlord detects or suspects an abuse or waste of utilities paid for by the Landlord by any Tenant or if the utility's rate has increased, the Landlord has the right to notify the Tenant of the increase and the Tenant is required to pay the higher charge after the date of such notice. The Tenant must comply with all rules and regulations of the cable, telephone, and internet service providers. Any Interruptions, surges, or failures of utility services in the Apartment or damages directly or indirectly caused by the interruption or discontinued use as a result of the Tenant's violation of cable, telephone, and/or internet service provider rules and regulations is not the responsibility of the Landlord and Premier Living Suites will not be held accountable.

N. Assignment and Subletting Prohibited

The Tenant shall not have the right at any time to sublet any part or parts or the whole of the Apartment without the prior written consent of the Landlord. The Tenant shall not have the right to assign, transfer or otherwise dispose of this Lease Agreement. Persons that the Tenant has permitted or has not permitted may not reside in the Apartment any time during the Lease Term without the Landlord's prior written consent.

O. Refunds and Adjustments

Unless the Tenant receives written approval from the Landlord, there is no adjustment available for the balance of that Lease Term once the Tenant has signed the Lease Agreement. Third Party documentation must be provided with a request for early Lease termination to substantiate reasoning. Approval of withdrawal is subject to the Landlord's review and sole discretion. The Landlord will try to work with the Tenant under the circumstance and to sub-lease the Apartment or make other arrangements as necessary. In approved cases, Room charge adjustments are prorated on a weekly basis-the week beginning on Sunday and ending on Saturday. Tenants who are approved for early withdrawal must check out appropriately, otherwise charges shall continue to accrue.

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Withdrawal at any time due to active military service or circumstances beyond the control of the Tenant may result in a pro-rated refund. Sufficiency of such reasons is at the sole discretion of the Landlord.

P. Release from Lease

Failure to check into an Apartment, reside in the assigned Bedroom, or pay Rent or Additional Rent does not release a Tenant from the obligations of this Lease Agreement. Tenants will be billed in full in accordance to the Lease Agreement even if they are not occupying the Room with the exception of Tenants who have been released from the Lease in writing by the Landlord. Tenants who move out prior to the Lease Term End Date without officially being released from the Lease in writing will also be billed in full in accordance with the Lease for which they have agreed to. A Tenant’s occupancy is not terminated until the inspection and departure procedures of section H are completed.

Q. Termination of Lease by Landlord

The Landlord reserves the right to terminate this Lease under the following conditions:

- The Tenant fails to pay Rent or Additional Rent on time.
- The Tenant’s actions jeopardize the health, safety, and security of the community.
- The Tenant produces excessive filth.
- The Tenant’s behavior does not reflect the character that complies with the Premier living Suites Rules and Regulations and/or the terms and conditions of this Lease.

The Landlord reserves the right to take necessary and appropriate action to protect the safety and well being of the Apartment community. This includes the right to terminate this Lease should a Tenant fail to maintain the Apartment in good order or violate any of the terms hereof.

If this Lease is terminated, the Tenant agrees to surrender possession of the premises to the Landlord and to vacate immediately, removing all personal effects therefrom. If the tenant fails to do so, the Landlord may forwith re-enter the premises, with our without process of law, and repossess itself thereof as in its former estate and expel and remove the Tenant and any other persons and property therefrom using such force as may be necessary, without being deemed guilty of trespass, eviction or forcible entry, without waiving the Landlord’s rights to rent or other rights given to the Landlord under this Lease or at law or in equity. The Landlord may remove any or all of the Tenant’s personal effects in any manner if the Tenant fails to do so. The Landlord is not liable for any damage or loss caused by the removal procedure, and the Tenant will pay the Landlord for any and all expenses involved with such a removal. The landlord also has the right to store these possessions and at its option, sell any or all of said effects without notice for such price as the Landlord deems best and to apply the proceeds of such a sale to amounts due from the Tenant under this lease, including the expenses of removal and sale.

In a situation where this Lease is terminated for any reason, the Landlord may collect any and all Rent and Additional Rent that is due from the Tenant for the balance of the remaining Lease Term, as well as any other loss or damage the Landlord may sustain by reason of any breach and any diminished value of

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said premises resulting from said breach, including reasonable attorneys fees, disbursements and, if applicable, court costs. The Tenant will pay \$40.00 to the Landlord if the Landlord is forced to start the eviction process, \$150.00 when the Landlord has to obtain a court date and \$175.00 when the Landlord obtains a warrant of eviction and files a judgment. The Tenant will also pay minimum of \$500 to the Landlord for any and all other court fees and attorney expenses.

R. Miscellaneous

- a.** No Tenant possesses the right to enforce these rules and regulations against another Tenant unless employed by the Landlord to do so.
- b.** Tenants are expected to accommodate another roommate from the Wait List when an opening occurs and welcome the new roommate in a hospitable manner. Empty bedrooms are not to be used by other Tenants and the space is expected to be maintained in such a way that allows another Tenant to move in immediately.
- c.** The Premier Living Suites Rules and Regulations attached hereto are subject to change by the Landlord in its discretion. Such changes will be communicated through a posting in the building or a written notice to Tenants.
- d.** This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of New York. The Tenant further agrees that for purposes of litigation arising between the parties hereto, that the venue for any action shall be laid in Oswego County, State of New York.

S. Notices

Any notice or communication sent from the Landlord will be considered sufficiently given by regular mail, E-mail, personal delivery, or by the posting of a notice on the front door of an Apartment. Notices from the Tenant to the Landlord should be in writing and delivered to the Management Office.

T. Entire Agreement

This Lease (which includes the Premier Living Suites Rules and Regulations) will be understood as containing the entire agreement between the Tenant and the Landlord and it is intended as a final expression and complete statement of the terms and conditions thereof. No oral statements or prior written matter extrinsic to this Lease, including any information on a website or printed literature, is a part of this Lease or shall have any force or effect. The Landlord's representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend, or terminate this Lease or any part of it and have no authority to make promises, representations, or agreements which impose duties or other obligations on the Landlord unless done in writing and signed by the Landlord.

The undersigned agrees to the following terms and conditions:

Tenants must reside in the Room they are assigned and no outside persons may occupy that space without written consent from the Landlord. This Lease is not assignable by the Tenant without Landlord approval. The

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Landlord may assign this Lease without notice to the Tenant. The Tenant may not sublet the Apartment without the Landlord's prior written consent.

The signors of this Lease agree that they will abide by all of the terms and conditions of this Lease and the policies and regulations as they appear in the Premier Living Suites Rules and Regulations attached hereto and which shall be fully incorporated herein by reference. The signor agrees to the following:

- a. I understand that by signing this Lease, I am committed to occupancy in Premier Living Suites for the period specified within this Lease.
- b. I agree to the terms and conditions of this Lease.
- c. Authorization is hereby granted to the Landlord to obtain a criminal background check through a reputable agency chosen by the Landlord.
- d. Authorization is hereby granted to the landlord to obtain a consumer credit report through a credit reporting agency chosen by the Landlord. I understand and agree that the Landlord intends to use the consumer credit report for the purpose of evaluating my financial readiness to lease an Apartment.
- e. Hold money is due at the time of signing. Security deposit will be returned within a month after tenants move out, if balance is paid in full. The hold money is to be paid when the tenant signs this agreement. Tenant(s) will forfeit Hold money if lease is not executed. Once lease is executed, hold money becomes security deposit. Any and all legal fees incurred for damages and/or eviction charges will be deducted from tenant's security deposit. The security deposit can be kept by the Landlord for back rent. The security deposit is not returned to tenant when the landlord receives the all swipe cards and keys to the Apartment, but after the Landlord has inspected the Apartment.
- f. The tenant agrees to notify the Landlord immediately of any repairs needed on the premises by calling the Management Office or sending an e-mail to NaomiH@plsuites.com.
- g. If at anytime during this lease, the tenant causes the landlord to incur violation points through City of Oswego for whatever reason, the landlord will charge that the tenant two hundred dollars (\$200.00) per offense, and the tenant will be required to pay such charges due immediately upon billing. If at anytime during this lease a visitor of any one of the current tenants causes the landlord to incur violation points through City of Oswego for whatever reason, all tenants are responsible for the actions of their guests and the same infraction will be applied.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument this _____ day of _____, _____.

TENANT:

Printed Name: _____ **Signature:** _____

Date: _____

Legal Guardian Name: _____

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Address: _____

Phone # _____

Tenant's Cell # _____ **Tenant's E-mail** _____

Tenant's Social Security #: _____ - _____ - _____ **(This # will remain confidential)**

Security Deposit Paid _____ **Date** ____/____/____ **Cash/Check #** _____

Sworn to before me this
____ day of _____, _____

Notary Public

LANDLORD:

Premier Living Suites

Signature: _____ **Title:** _____

Date: _____

Tenant _____ *Landlord* _____