

RESIDENTIAL LEASE AGREEMENT

This agreement (hereinafter "lease" or "agreement" or "Lease" or "Agreement") made this _____ day of _____, 20_____, is between **22 WSG, LLC** (hereinafter "Management") and Residents (hereinafter "Resident" or "Resident(s)", listed below:

1. _____ 2. _____

This unit may be occupied by up to **1** student, however only Resident(s) herein listed are permitted to occupy unit per the terms of this agreement. Management leases to Resident(s), and Resident(s) leases from Management, the residential unit located at **22 Wadsworth Street, Apt. 3** in the Village of Geneseo, State of New York, (hereinafter "premises", "unit" or "residence"), under the following conditions:

TERM:

1. This lease shall begin three (3) days before the start of classes at SUNY Geneseo for the FALL Semester 20____ (year). See addendum at end of lease.
This lease shall end one (1) day after graduation following the SPRING semester 20____ (year) at SUNY Geneseo.

RENT:

2. This is a **1** person lease. Resident agrees to a per person per semester rental rate of

\$_____ due by the 1st day of June, 20____ (Fall), and

\$_____ due by the 15th day of November, 20____ (Spring),

for a total rental payment of \$_____.

- The *apartment rental rate* is based on **1** Resident being on this lease. If Management should agree to a different number of Residents, the *per person per semester rental rate* shall be adjusted so that the total amount of rent paid shall be equal to the *house rental rate*.
- The *apartment rental rate* is the total rent owed by **1** Resident.
- Management will provide to Resident(s)'s parent co - signer a form which is due back to Management's office within 14 days of lease signing, signed and notarized per the instructions on the form by a parent or legal guardian and must be acceptable to Management. If Resident(s) do not provide all required co – signer forms within 14 days of lease signing, Management – at its sole option - may lease unit to a third party without further notice, unless agreed otherwise in writing.
- Rent for the Fall Semester is due by June 1st.
- Rent for the Spring Semester is due by November 15th.
- No Resident may occupy premises without written consent of Management if any part of this lease is in default
- Resident(s) agrees to pay \$50 for each dishonored check.
- Resident(s) agrees to pay a \$50 late fee for each payment received after due dates.
- Resident(s) agrees to pay \$1 per day for each day monies remained owed.

- If Resident is applying for Financial Aid (“FA”), Resident must submit to Management’s office the documents detailed in the form entitled “Financial Aid Requirements Letter for Students”, provided to Resident(s) by Management at Resident(s)’ request or found on www.geneseorentals.com, no later than June 1st prior to Resident(s)’ occupancy. In order to qualify for FA for this lease, Management must feel the terms of the FA are sufficient to cover the associated costs. Documents approved after June 1st are subject to late fees per the lease.
- If Resident(s) is approved by Management to be FA, in each case, Resident(s) shall make the Fall Semester rent payment no later than November 1st and the Spring Semester rent payment no later than March 1st.
- Rent and other charges owed (if any) shall first be allocated to the payment of any late fees due, then to any back rent due and then to the payment of the remaining rent.

COLLECTION OF DEPOSITS FROM RESIDENTS PERMITTED TO OCCUPY UNIT:

3. Management will list collection of deposits. Security Deposits are due upon signing of this lease.

<u>Resident Name</u>	<u>Date</u>	<u>Amount</u>	<u>Form</u>
1. _____			

It is agreed by all parties that no persons other than the Resident(s) listed are to occupy the premises. Management reserves the right to charge additional fees and/or rent for additional persons who reside in the premises in excess of the limitation of guest visitation, whether or not such fees and/or rent has been agreed to by any party or group.

No resident shall have the right to occupy the said Premises until all rents owed have been paid, all security deposits have been paid up to the required limit, all co-signer forms have been submitted and approved by Management, and any other monies owed have been paid in full.

If 2 weeks have passed after the signing of this lease and Resident(s) has not provided the required security deposit(s) referenced in Section 13 and the required Co – Signer form(s) referenced in Section 2, Management reserves the right to re - lease the premises, by giving written or email notice to Resident(s), and *only* at Management’s discretion, in so doing, render this lease null and void.

SUBLET

4. Resident(s) may not sublet residence without prior written consent of Management. Management reserves the right to charge a minimum \$400 fee for each sublet and all sublets must be performed by Management.

ELECTRIC & GAS:

5. Resident(s) will be responsible for the expenses of the following:
Electricity (heat, lights, outlets, fridge & stove)
Management will be responsible to provide hot water.

INTERNET:

6. Resident(s) will be responsible for the expense of internet.

TRASH REMOVAL:

7. Management will be responsible for the expenses of shared dumpster.

WATER & SEWER:

8. Management will be responsible for the expenses of the following:
(a) Water (b) Sewer

9. LAWN CARE: Management will be responsible for the expenses of lawn care.

10. SNOW REMOVAL: Management will be responsible for the expenses of removal of snow from driveways.

POSSESSION:

11. Residents agree that no possession or occupancy shall take place until all security deposits are paid to the required minimum amount, all fall semester rent has been paid in full (or, if applicable, all financial aid documents have been received and approved by Management) and all required co – signer forms have been received and approved. Management shall not be liable for damages for delay in possession.

EVICTION:

12. If the rent called for has not been paid by the dates specified, then Management shall automatically and immediately have the right to take out a Dispossessory Warrant and have Resident(s), all other occupants and possessions, evicted from the premises.

INDEMNIFICATION DEPOSIT:

13. Security deposit(s) of \$400 per Resident is required and will be returned to Resident(s) as soon as possible after residence is vacated and:

- (a) Lease terms have been fulfilled and lease term has expired; and
- (b) All monies due to Management by Resident(s) have been paid; and
- (c) Premises are not damaged and are left in original condition, normal wear and tear excepted;
- (d) Security deposits may be applied by Management to satisfy all or part of Resident(s)' obligations and such act shall not prevent Management from collecting damages in excess of the deposit.
- (e) Resident(s) may not apply any portion of security deposits towards any of rent payment or invoices owed.
- (f) Management reserves the right to increase the amount of security deposit(s) during or before the TERM of this lease if the actions of Resident(s) are likely to cause damage to the premises or Management has good cause for such increase.
- (g) The security deposit refund process cannot be completed until Resident(s) have paid in full all invoices owed as were issued to Resident(s) by Management, if any.
- (h) If Management is required to re - issue a security deposit refund check at the request of Resident as a result of the action of any party other than Management, a \$25 fee paid to Management shall be assessed to Resident(s)' security deposit account.

FIRE, CASUALTY & DAMAGE TO PREMISES:

14. If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, or any other reason including failure of mechanical or technical systems in premises or for any other reason, or by acts of war or terrorism, Management will not be responsible for any damage caused to Resident(s) property, any lost time caused to Resident(s), any other losses of any kind caused to Resident(s), and Management shall not be responsible to provide housing to Resident(s). Management may also, at its option, terminate Rental Agreement or repair damages within 30 days. If Management does not do repairs within this time or if building is fully destroyed, the Rental Agreement hereby created is terminated. If Management elects to repair damages,

rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of re - occupancy, providing during repairs Resident has vacated and removed Resident's possessions as required by Management. The date of re - occupancy shall be the date of notice that residence is ready for occupancy.

HOLD OVER:

15. Resident(s) shall deliver possession of residence in good order and repair to Management upon termination or expiration of this agreement usual wear and tear excepted

RIGHT OF ACCESS:

16. a.) In case of emergency, Management may enter at any time without notice. Management shall also have the right to access premises for showings, safety inspections, repairs and maintenance during reasonable hours with 24 hour notice either via telephone, fax, posting, or email. In the event that Management communicated directly with at least one Resident and said Resident agreed, Management shall not be required to give 24 hour notice to any other Resident(s).
b.) During SUNY Geneseo breaks, between semesters and all other breaks, Management reserves right to inspect premises to conduct maintenance and repairs, prevent damage to property and conduct inspections of the premises for safety and compliance with lease terms.

USE:

17. Residence shall be used for residential purposes only and shall be occupied only by the person named in Resident(s)' lease. Residence shall be used so as to comply with all state, county, and municipal laws and ordinances. Resident(s) shall not use residence or permit it to be used for any disorderly or unlawful purpose; and Resident(s) shall ensure that other Resident(s) and neighbors are not unreasonably disturbed.

PROPERTY LOSS:

18. Management shall not be liable for damage to Resident's property of any type for any reason or cause whatsoever whether this damage is caused by other persons, Resident(s), or any mechanical or technical issues that occur as a result of the condition of the premises. Resident(s) acknowledges that he/she is aware that he/she is responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, and guests.

PETS:

19. No pets of any kind are allowed. Resident(s) agrees unconditionally to this policy.

INDEMNIFICATION:

20. For the purposes of this section the term "third parties" shall refer to any person or persons, group or groups, organization or organizations other than Management, Management's assignees, employees or agents, as well as and any proprietor of the premises or partners of any proprietor of the premises and any of their assignees, employees or agents.

Resident(s) releases Management, Management's assignees, employees or agents, as well as and any proprietor of the premises or partners of any proprietor of the premises and any of their assignees, employees or agents and all proprietors of the premises from all liability and all claims and Resident(s) for any injury, damages or losses as a result of (a) Resident(s)' failure to fulfill any condition of this

agreement, and for any injury, damages or losses to Resident(s) or Resident(s)' property as a result of any actions of third parties or persons not authorized by Management to conduct such actions, and for any injury, damages or losses to Resident(s) as a result of Resident(s)' failure to comply with any requirements imposed by governmental authorities, and for any judgment, lien, or other encumbrance filed against premises as a result of Resident(s)' actions and for any crimes or acts committed or taken against Resident(s) or Resident(s)' property. Resident(s) further agrees to hold harmless Management, any proprietor, or any partner or owner of any proprietor of the premises, and any of Management's or any proprietor's assignees, employees or agents for any acts conducted by third party persons, organizations, groups or parties not authorized by Management to conduct any act that causes any injury, damage or loss to Resident(s).

FAILURE OF MANAGEMENT TO ACT:

21. Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation. The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Management of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by both parties to this lease.

REMEDIES CUMULATIVE:

22. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this Agreement establishes a breach by Resident(s), Resident(s) shall pay to Management all expenses incurred in connection therewith.

NOTICES:

23. Any notice required by this agreement shall be in writing and shall be delivered personally, via US mail, via courier or via e-mail.

PREMISES CONDITION & REPAIRS:

24. Residents shall keep premises in a safe and sanitary condition. Residents shall not remove or tamper with smoke or carbon monoxide detectors. Residents shall not permit any open flame inside or outside the premises. Resident shall keep premises in a safe condition and promptly report any needed repairs or maintenance via email to repairs@geneseorizontals.com.

DISPOSAL OF FURNITURE & PERSONAL PROPERTY:

25. Resident(s) will be delivered premises absent of furniture and personal property, with the exception to that which has been stored according the SUMMER STORAGE FORM found on Management's website at www.geneseorizontals.com. Any furniture or personal property that is left in the apartment at the conclusion of Resident(s)' occupancy shall be removed and all charges to do so shall be applied to Resident(s)' rental account.

Resident(s) who occupy the premises for more than one consecutive academic year are not required to remove their furniture or personal property during the summer recess period between their academic year residencies.

Furniture and personal property left in or on premises shall be considered abandoned. Management shall not be responsible to store any personal property and shall dispose of said property and charge to Resident(s)' rental account(s) the cost of such disposal. Some *minimum* disposal fees are listed here, but do not include all

potential charges and no charges shall be applied unless applicable:

Any type of couch minimum disposal fee \$100 each

Sofa chair minimum disposal fee \$75 each

Kitchen table minimum disposal fee \$50 each

Any desk or kitchen table chair \$25 each

Mattress, box spring, bed frame, minimum disposal for each \$50

Management reserves the right to charge additional disposal charges for furniture or items or property not listed here and such charges shall be reasonable and reflect the costs of their disposal and the costs incurred by Management

MORTGAGEE'S RIGHTS:

26. Resident(s)' rights under this lease shall at all times be automatically junior and subject to any deed, claim or debt of mortgagee(s). Resident(s) shall execute promptly any certificate that Management may request to specifically implement the subordination of this Paragraph.

EXPENSES & CHARGES: (No charges shall be applied unless applicable)

- 27.
- (a) Keys: Resident(s) will be charged a \$50 fee for each key not returned at end of lease and any duplicate key returned. Resident(s) agrees to pay \$50 for any lost key. Resident(s) will pay \$50 for any service of unlocking doors, locking doors or assisting Resident(s) with entry or egress under normal circumstances.
 - (b) Any grilling or fire devices will be removed at Residents' expense for a charge of \$100 per incident.
 - (c) Resident(s) agrees to a \$100 fine for each incident of being on the roof.
 - (d) Resident(s) agrees that space heaters will be removed by Management and each incident shall carry a charge of \$100.
 - (e) Resident(s) shall pay \$100 per each incident of damage or removal of light fixtures or other electric components or fixtures or an emergency exit light that is damaged or removed.
 - (f) Resident(s) agrees in advance to a \$100 charge per month for each additional appliance such as a fan, air conditioner or refrigerator which is kept in unit if Management pays for electric service.
 - (g) Smoke and carbon monoxide detectors: Any detectors missing, damaged, or removed from their location will have a \$100 charge per detector.
 - (h) Resident(s) who allows any guest to stay later than permitted dates agrees to pay to Management \$100 per day per unauthorized guest.
 - (i) Refrigerator Cleaning Charge, Stove Cleaning Charge, Toilet Cleaning Charge if applicable: Up to \$100.00 each
 - (j) Removal, tampering with or damage to fire extinguisher without cause: \$100 each
 - (k) Bathtub/Shower Cleaning Charge if applicable: Up to \$100.00 each.
 - (l) Management has the right to charge Resident(s) for all other cleaning and repairs required to be done to return unit to state delivered to Resident(s) at time of move - in and such charges shall be reasonable and reflect Management's cost to do so, including the cost of administration, supervision and attainment of the required supplies and materials to perform said work.
 - (m) Minimum charge of \$100 to repair broken window or screen.
 - (n) Labor for performing services to repair premises not listed will be billed at \$100.00 per hour.
 - (n) Any Resident(s) found to have a pet in or on the premises shall be charged \$500

per incident.

(o) Removal of food from fridge or cupboards: \$100

(p) Re-painting of any room due to damages caused by Resident or Resident painting room: \$250 minimum charge

(q) Additional charges may be applied if the costs to repair or clean premises exceed amounts stated in this lease.

(r) Any costs incurred by Management as relates to this lease not listed in this lease, shall be charged at the discretion of Management and shall be reasonable and reflect the costs of labor, materials, and managerial and administrative costs reflective of the local market.

CODE VIOLATIONS, ZONING VIOLATIONS OR FINES ISSUED

28. At any time during the lease period should Resident(s) commit any act or violation which results in Management or the property owner to be fined or be required to perform repairs or be cited for zoning or code violations, Resident(s) agrees to be fully liable for all expenses and damages incurred by Management or the property owner or their assigns, agents, managers or employees. Resident(s) agrees to reimburse in full, all damaged parties within 30 days after receiving notice via regular mail or email.

CO-SIGNER/GUARANTOR:

29. Resident(s) on this lease is/are required to have a notarized co – signer guarantor form from a parent or legal guardian, to the satisfaction of Management, the purpose of which is to ensure that if Resident(s) does not fulfill his/her financial obligations, Co-Signer(s)/Guarantor(s) agrees to be bound by the same terms and obligations as that of Resident(s).

LIABILITY IS JOINT & SEVERAL:

30. It is agreed that in the event that payment of rent, fees, expenses or charges should be owed to Management, Resident(s) agrees to be bound by joint and several liability to Management for all terms and conditions of this lease. Note: The per semester rent due from each Resident is based on the total number of Residents. The house rental rate stays the same, no matter how many Residents are in the property and it is agreed that Resident(s) did not lease individual rooms.

REASONABLE BEHAVIOR & CAUTION:

31. Resident(s) agrees to exercise sound judgment and caution to ensure safety of Resident(s) and any other Resident(s), guests or other persons at all times. Resident(s) agrees to act at all times in a reasonable and precautionary way for the safety and health of himself/herself as well as all other Resident(s), guests and persons on premises.

SUNY RECESS OR BREAK:

32. Resident(s) is required to maintain a temperature of 50°F in their unit and to ensure that all doors, windows, storm doors and storm windows (if applicable) are closed and sealed shut during SUNY Recess or Breaks to ensure that pipes do not freeze. If Resident(s) shall remain in the unit for the SUNY Geneseo Winter or Spring recess or breaks, Resident(s) shall inform Management in writing via mail or email. Management may inspect the inside of the premises for safety, repairs and upgrades during SUNY Geneseo recess or breaks.

INCREASE IN INSURANCE PREMIUMS OR CANCELLATION OF INSURANCE:

33. If at any time, before, during or after period of Lease Agreement, Resident(s) shall take any action or commit any act of vandalism or negligence, or fail to maintain property in the condition it was delivered to Resident(s) by Management, and such act shall cause insurance premiums to rise or insurance coverage to be cancelled, Resident(s) agrees to be responsible for the costs incurred from increased premiums or the repairs necessary to restore coverage, plus time and expenses. Resident(s) shall make payment in full to Management within 30 days of receiving invoice of balance due.

RE – LEASE FEE

34. a.) If and only IF Management should agree to re-lease unit at Resident(s)' request, Resident(s) agree(s) to forfeit security deposit(s) to Management and such agreement shall be in writing and signed by both parties or such agreement shall not be binding however this clause is ONLY AT THE OPTION OF MANAGEMENT.
34. b.) If and only IF Management should agree to replace any individual Resident on this lease, for each replacement Management shall be paid a \$400 fee and such agreement shall be in writing and signed by all parties or such agreement shall not be binding however this clause is ONLY AT THE OPTION OF MANAGEMENT.
34. c.) If and only IF Management should agree to amend this lease in any way not otherwise listed or described, Management reserves the right to charge a minimum \$400 fee or a higher fee negotiated by all of the parties and such agreement shall be in writing and signed by all parties or such agreement shall not be binding however this clause is ONLY AT THE OPTION OF MANAGEMENT.

LEGAL FEES AND LITIGATION COSTS SHALL BE AWARDED TO PREVAILING PARTY OR PARTIES:

35. If any legal action or proceeding is commenced, whether before, during or after the term of this lease as described in "TERM: Section 1", related to this lease or to residency as relates to this lease, or to receive or be awarded compensation or payment for physical or mental injury, or relief from or for physical or mental injury, or for physical or mental pain or suffering, or loss of current or future income, or medical expenses, or loss of life or limb, or loss of happiness, or loss of ability to enjoy life, or any other damages or claims or costs not listed or mentioned here, the prevailing party or parties in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing party or parties may be entitled.

STORAGE

36. Management is not responsible for any missing or damaged items Resident(s) places in storage and all Resident(s) agree that nothing shall be stored without first completing the requirements of and abiding by the terms found in Summer Storage Form found on www.geneseorentals.com or available at our office.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD – BASED PAINT HAZARDS & LEAD WARNING STATEMENT:

37. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre - 1978 housing, lessors must disclose the presence of

known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing leased by Resident(s).
- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing leased by Resident(s).

Lessee's Acknowledgment

- Lessee has received the pamphlet *Protect Your Family from Lead in Your Home* and by signing this lease evidence that they have read and understand Section 37.

Certification of Accuracy

Management & Resident(s) have reviewed the information regarding lead and lead – based paint and certify, to the best of their knowledge, that the information provided is true and accurate.

OTHER AGREEMENTS:

38.

(a) Resident(s) is prohibited from adding, changing or altering locks. All keys must be returned at end of lease. Resident is not permitted to make copies of any keys without permission from Management.

(c) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.

(d) Management is not required, prior to, during, or after occupancy, to paint the premises. (It is not a requirement of landlords in Geneseo to paint a unit each summer).

(e) No goods or materials of any kind which are combustible or would increase fire risk or violate any law or regulation may be placed in or on the premises.

(f) Resident(s) shall be responsible and liable for the conduct of his/her guests. Any action of guests in violation of this Agreement or Management's regulations shall be deemed to be a violation of this lease. Resident(s) may not have the cumulative total of guests stay longer than 8 days in any calendar month.

(g) All radios, stereos, etc. must be turned down to a volume that does not annoy or interfere with neighbors and is acceptable under Village Code.

(h) Management reserves the right to prescribe reasonable additional rules and changes to the regulations set forth, as Management shall, in its judgment, determine to be necessary for the safety, care, and cleanliness of the premises.

(i) This unit is a non-smoking unit. Resident(s) agrees to be liable for damages caused from any person(s) smoking in unit.

(j) No grills, grilling devices, fire – pits or burn barrels of any kind to be on premises.

(k) No extension cords to be used. No excessive amount of power strips to be used.

(l) Resident(s) are not permitted to be on roof except in case of emergency.

(m) No space heaters of any kind are permitted to be in or on premises at any time.

(n) No painting of any part of unit without written permission of Management.

(o) All areas of premises are to be kept free of debris, garbage and clutter.

(p) No garbage left outside of trash containers. All trash must be bagged.

(q) No parking on lawns or drive – through areas or in areas not specifically designated for parking.

(r) Absolutely no parties shall be held in or on premises - no exceptions.

(s) No tampering with smoke or carbon monoxide detectors. If there is a problem with any smoke or carbon monoxide detector, Resident(s) agrees to immediately notify Management at repairs@geneseorentals.com.

(t) Toilets & Drains: No flushing any materials or items other than thin – ply, hygienic paper in the toilet. No flushing feminine products, cigarettes, Kleenex, paper towels, Q-Tips, clothes or plastic. Management shall charge a minimum of \$50 plus applicable taxes for each occasion/trip to unclog a toilet.

(u) Management and Resident(s) agree that any items or property that belongs to Management or its affiliates that is lost or damaged will be charged to Resident(s) at the full replacement costs.

(w) No security deposit refund, if applicable, is required to be issued prior to July 31st and Management has completed repairs and cleaning, if applicable, to return the premises to the condition prior to the time of move in of Resident(s).

(x) Resident(s) agree(s) to pay any invoice within 10 days and agree(s) that for each 10 days that such invoice remains unpaid, a \$25 administrative fee shall be applied.

(y) Management reserves the right to charge reasonable administration and bookkeeping fees when the actions of Residents violate this lease require that such work be performed.

(z) In the event that the premises become partially or wholly vacated due to actions or inactions of Resident(s), Management reserves the right to rent the vacated space to a third party without the consent of Resident(s).

(aa) Resident(s) agree that all furniture or appliances borrowed from Management are the property of Management and that Resident(s) shall return them to Management in reasonably similar condition. Furniture or appliances taken from the premises shall be charged to Resident(s) at replacement cost.

(bb) The premises are leased by Resident(s) from Management in “AS IS” condition as of the time of the lease signing. Management will deliver premises in functional and cleanly state. All upgrades or remodeling shall be done at Management’s discretion unless agreed to in writing under the section entitled “ADDENDUM:” and no verbal agreements shall be binding.

(cc) Text Messages shall not constitute an agreement and shall not be accepted as written notice for any purpose.

(dd) All Residents agree that there are absolutely no firearms, air guns, sling shots, bows, arrows, fireworks or illegal substances or materials of any kind permitted on or in the premises.

(ee) Resident(s) agrees, unless proven to occur from defect of the premises, that insects, bed bugs, rodents, mildew and mold on or in the interior of the premises shall be the responsibility of the Resident(s) unless proven by a New York State Certified inspector or tester to be caused by defect of premises or negligence of Management. Management is not responsible for how Resident(s) operate or fail to operate doors and screens, or clean or fail to clean; Management is not responsible for the transportation of, parasitic or otherwise, insects or rodents by Resident(s) or Resident(s) friends or guests.

(ff) Management shall not be responsible for damage to Resident(s)’ belongings caused by the storage of personal property by Resident(s) or Resident(s) friends or guests, whether authorized by Summer Storage Agreement(s) or not.

(gg) Resident(s) are responsible for any new curtains, window blinds and the like if they are not satisfied with those in unit however any damage to surfaces in their application shall be borne by Resident(s). Management is not required to provide blinds or curtains, but may do so at its option.

(hh) Maintenance requests shall be emailed to repairs@geneseorentals.com or delivered to Management’s office in writing. Upon receiving such request, Management shall have the right to enter the premises during reasonable hours to inspect, correct or repair maintenance issues without further notice to Resident(s).

(ii) All Residents are required to provide Management with a completed notarized co – signer/guarantor form which is provided to each Resident by Management as a requirement of this lease agreement. This form is due within 14 days of signing of the lease. Failure to provide the co – signer/guarantor form in 14 days or less may result in Management leasing this unit to a third party without further notice.

(jj) Resident(s) agree that Management may forward Resident(s) name, email and phone number to other SUNY Geneseo students for the purposes of permitting communication from outgoing to incoming students, possible subletting, and general forms of communication that may be necessary or advantageous to student Residents.

(kk) After the date of lease signing as evidenced by the dates next to Resident(s) signature, Resident(s) may only be added to this lease if approved by signature of Rocco J. Dragani, Manager in order to be valid.

(ll) Any agreement made or added to this lease after the lease has been signed must be approved in writing via signature of Rocco J. Dragani, Manager, High Street Property Management, LLC in order to be valid.

39. ADDENDUM:

Any agreement between Resident(s) and Management not contained in the lease agreement above must be written here otherwise it is **NOT** an agreement and **no oral statements shall be binding**:

Management agrees that 1 person can be designated to “check in” for all residents up to 9 days (the “pre – lease” period) before the start of classes for the fall semester so long as the designated person appears at Management’s office to “check in” between the hours of 12 noon to 4 PM *only* and no extra fee or rent shall be owed.

All Residents agree that Management will not permit entry into premises during the summer preceding this lease for any reason prior to the start of the 9 day “pre – lease” period and all parties agree *unconditionally* to this.

All Residents agree Management is not required to reply to any communication or attempt on the part of Resident(s) to enter the property prior to the “pre – lease” period.

Management shall not be responsible for or to any residents who travel to Geneseo before the “pre-lease” period or during a period of time where Management is not responsible to meet with Resident(s). Any Resident(s) who takes an action to the contrary does so at their own time and expense and Management is not required to nor shall be available prior to the “pre – lease” period.

If Residents choose to use one of the summer storage options it is agreed that all summer storage must be conducted strictly in adherence with the terms found in the section of this lease titled “Storage” and in accordance with the instructions and forms found on www.geneseorentals.com relating to summer storage found in the form “Summer Storage Form”. All areas of the premises except bedrooms specifically used for storage in accordance with the Summer Storage Form are considered “common areas” and shall be vacant and clear of all possessions, personal property and group property. Any items or property of any kind left in the common areas are subject to disposal by Management and Residents agree unconditionally that any costs incurred by Management to dispose of property or items left in the common areas shall be borne by Residents. Residents agree that summer storage is only for incoming residents who will be occupying the premises in the term of this lease and any property left or stored by former residents or persons who are not on this lease will be disposed of and charged accordingly. Residents also agree that Management, may in its sole discretion, choose which property left in common areas are to be disposed of and Management is not required to consult with any Resident or person regarding disposal.

40. ENTIRE AGREEMENT:

This agreement and any attached addendum constitute the entire agreement between the parties and **no oral statements shall be binding**. It is the intention of the parties herein that if any part of this Agreement is invalid, for any reason, such invalidity shall not void the remainder of the Agreement.

Payments:

Security deposit is payable to: **High Street Property Management, LLC**

Rent is payable to: **22 WSG, LLC**

Please mail all payments to (not applicable if you are set up for ACH Transfer):

**22 WSG, LLC
c/o HSPM
94 Main Street, Suite 104
Geneseo, New York 14454**

Please write your unit number, address and rental period in the memo of your check.
Please pay your rent on time to avoid late fees. If you are not sure when rent is due, please call 585-991-7688 or 585-991-9990 to confirm.

Please direct all questions for making rent payments to:

Ms. Christine Lennington, Accounting
94 Main Street, Suite 104
Geneseo, NY 14454
Office Tel: 585-991-7688
Office Fax: 585-991-7645
Email: christine@geneseorentals.com

IMPORTANT NUMBERS FOR RESIDENTS

Maintenance:

Unless there is an emergency, please email the office with maintenance requests.

Email: repairs@geneseorentals.com

Rochester Gas & Electric:

Customer Service 1-800-743-2110

Parking:

Rocco Dragani, Manager 585-991-9990

For all other issues or questions, please call Management at 585-991-7688 or email at rent@geneseorentals.com.

Please do not email for emergencies.