

LANDLORD'S RULES FOR TENANTS

The Tenant has agreed in the Lease to abide by the following rules and regulations of the Landlord concerning Tenant conduct, operation of the apartment and administration of the Lease as part of the integrated Lease Contract.

Additional Lease Terms

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By: Tenant (Print Name) _____ Signature _____ Date _____

By: Tenant (Print Name) _____ Signature _____ Date _____

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By: Tenant (Print Name) _____ Signature _____ Date _____

By: Tenant (Print Name) _____ Signature _____ Date _____

By: Tenant (Print Name) _____ Signature _____ Date _____

_____ Date _____

By: Ithaca Renting Company, Leasing Agent for the Landlord.

Effective June 1, 2021

1. IMPORTANT INFORMATION:

- a. Ithaca Renting Company is the Landlord's agent. The Landlord has appointed Ithaca Renting Company to engage in all activities necessary to rent the apartment, collect the rent and otherwise administer the Lease, maintain the apartment, pay the Landlord's expenses related to the apartment, supervise the Tenant's move out and make any repairs to and effect any cleaning of the apartment that may be necessary after the Tenant's move out.
- b. Refer to your Lease for your Lease end date and time. You are required to fully vacate and return all keys issued by the Landlord to the Tenants of the apartment no later than this time. No exceptions are permitted.
- c. Any Tenant who has not vacated the apartment by the end of the Lease is subject to the following charges: \$20 per hour up to \$200 on the first day, and \$200 per day thereafter. In addition, the Tenant shall be liable to the Landlord for the Landlord's reasonable costs and expenses, including attorneys' fees if it is necessary to commence legal proceedings to remove the Tenant from the apartment and for any damages to Landlord due to obligations to deliver the premises to new occupants after the expiration of Tenant's lease.
- d. Normal wear and tear on the apartment is not included in repair costs that may be deducted from the damage deposit. The flat rate damage charges listed later in this Booklet are used by the Landlord to calculate any repair/replacement cost only if required. Any portion up to the full amount stated per item may be charged based on the Landlord's evaluation.
- e. You are required to fill out and return the Move-In Inspection form to note the condition of your apartment when you take possession.
- f. The Landlord shall return the unused portion of the damage deposit by mail within fourteen days after the last occupant of the unit vacates and turns in all keys. All refunds are issued by check only payable to the Tenant. Checks cannot be issued to parents or other third parties.

2. NO HARASSMENT OR ABUSE: Neither the Tenant nor the Tenant's guests shall harass, abuse, or annoy the Landlord or Landlord's agents, employees or other representatives.

3. NO ILLEGAL OR DANGEROUS ACTIVITIES: The Tenant will not engage in or permit any of the following activities to occur in the apartment that the Tenant rents or in the building in which the apartment is situated:

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

4. NO ILLEGAL OR DANGEROUS MATERIALS OR GOODS: The Tenant will not engage in or permit any of the following materials or goods to be present in the apartment that the Tenant rents or in the building in which the apartment is situated:

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

5. NO DISTURBING OTHER APARTMENTS OR NEIGHBORS OR ROOMMATES:

- a. Tenant shall not make or permit others to make or engage in any loud or boisterous conduct or otherwise disturb the other Tenants of the building or neighbors in adjacent buildings.
- b. Tenants are entitled to the quiet enjoyment of their own dwelling at all times, and neighbors are entitled to the same.
- c. Use of devices such as radio/stereo, TV, computer, or other items which may cause noise is not permitted at a volume which is disruptive, disturbing or annoying to others at any time.
- d. No musical instruments shall be played on the premises that disrupt any other Tenants. Such use shall be prohibited upon any complaints from other Tenants.
- e. Be considerate in using common areas of the building so as to not disturb others.
- f. Management does not mediate roommate disagreements.

6. SMOKING:

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

7. PRIVACY:

- a. Landlord recognizes that Tenants have a reasonable expectation of privacy. At certain times, however, it may be necessary for Landlord or agent to enter the apartment, in order to make repairs or improvements (as needed), show the unit to rental prospects, deliver packages, perform regularly scheduled monthly preventative extermination, or for other business reasons.
- b. With the exception of any emergency situations, any entry by the Landlord into the Tenant's apartment will be scheduled for a time between 9:00 a.m. and 6:00 p.m. When possible, the Landlord will give advance notice to Tenant by 7:00 pm the night before any entry is pre-scheduled.
- c. If Landlord is presented with proper documentation, Landlord shall allow law enforcement officers (including Cornell Police) to enter the apartment. Examples include, but are not limited to, search warrants, missing person/welfare checks.

8. PAYING RENT:

- a. Rent may be paid by check, cash, money order, or bank bill pay, in person or by mail to the Landlord at no fee.
- b. Bank transfer or credit card payments will incur a third party fee.
- c. Wire Transfers may incur fees from both your own originating bank, and our receiving bank.
- d. A discount may apply for a year in advance payment, please contact the Landlord's Rental Office for details.
- e. Tenant should include Tenant's name and apartment number with all payments to ensure proper credit to Tenant's account.
- f. Rent may be paid through the Landlord's payment portal, mail or delivered in person to the Landlord at Ithaca Renting Company, 119 Dryden Road, Ithaca, NY 14850.
- g. Checks should be payable to the Landlord as named on Page 1 of the Lease.
- h. Payments received more than five days past the due date are subject to a late fee as specified in the Lease.

9. ELECTRIC SERVICE:

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

10. INTERNET SERVICES

- a. The Landlord may offer an optional Internet Service at an additional fee. If offered, the charge is paid as additional rent for the apartment and is subject to apartment Lease requirements. The Term of Service is from the date the fee is paid until the end date of the current year's Lease, including any sublets. There is no pro-ration for partial year service.
- b. The Subscriber(s) may make unlimited personal use of the service within the listed apartment as allowed by Computer Room (the service provider). Connection or transmission of service outside the named apartment is not permitted. Subscribers may not host a server on the network. Hacking or tampering with network equipment is prohibited. More specific definitions can be found at www.ithacarenting.com under the Internet Service tab.
- c. Connections to the internet are provided via one or more business class internet connections, and proprietary bandwidth sharing routers. Computer Room will maintain internet connectivity in operating condition as needed. Landlord is not liable for speculative or consequential damages.
- d. Subscribers are required to have updated antivirus software installed and functioning.
- e. Subscriber must have a straight-wired Ethernet cable to connect to the jack located in the apartment to connect to the hard wired Ethernet service. You may set up your own wireless access for the apartment by using your own router. Your connection must be encrypted to secure your connection.
- f. Any violation of these rules may result in termination of service with no refund of any fees paid.
- g. Contact the Maintenance Department at 607-277-0179 if you experience an interruption of service. You should reboot your computer and router first to see if that corrects the issue.

11. MOVING IN:

- a. No Tenant may take possession or pick up keys to an apartment if any Tenant on the Lease has any outstanding or unpaid Lease obligations.
- b. Tenant may pick up keys at the Landlord's Rental Office during regular business hours by the Tenant named on the Lease. Special arrangements for key pick-ups should be made in advance, and may be made at the discretion of the Rental Office.
- c. Tenant shall promptly examine the apartment and return the required Move-In Inspection form noting condition of the premises within five days of taking possession of premises, which will be considered the date that keys are issued. Photos documenting any deficient condition are recommended for all move-in apartment inspections and shall be provided to Landlord when returning the move-in inspection form.
- d. If Tenant shall not return to the Landlord's Rental Office the completed Move In Inspection form within five days of the date the Tenant took possession of the apartment, it shall be deemed conclusively that the Tenant has received the apartment in good condition, and all furniture and appliances therein in good order and repair.

12. SECURITY AND KEYS:

- a. Tenant is not permitted to change the lock or keying to the apartment or any room.
- b. Tenant is responsible for lock change fee and installation costs if any keys are lost, stolen or otherwise not returned promptly at the end of the Lease. Tenant must report lost or stolen keys immediately.
- c. The Tenant is strongly advised to always carry the apartment keys.
- d. Lock-outs are not considered an emergency by the Landlord. Lock-outs occurring when the rental office is closed will incur a Lock-out fee of \$75 per incident.
- e. The Landlord may arrange spare keys or entry to apartment during regular business hours.
- f. Tenant shall keep the apartment door and building entrance doors shut and locked at all times.
- g. Tenant shall not prop doors open.

13. MOVING OUT:

- a. The Tenant shall move out of the apartment and deliver the apartment to the Landlord peaceably and quietly at the end of the Lease and shall return all keys issued to the Rental Office. An apartment is not considered vacated until all keys from all tenants are returned and all occupants have vacated. The Landlord may charge the Tenant lock change fees for any keys not returned.
- b. Tenant may request a pre-exit inspection by the Landlord staff. Such request shall be not less than 30 days before the time all occupants shall vacate. Landlord will arrange for a pre-exit inspection during normal business hours. The results thereof shall be reduced to writing and provided to Tenant. There shall be only one pre-exit inspection per unit, even if one or more tenants leave at different times.

- c. Tenant shall remove all personal property at the end of the Lease term. Any items not removed are considered abandoned by the Tenant, and will not be returned by the Landlord. Items may not be left in an apartment for use of any future Tenants.
- d. The Landlord may, at its option, remove Tenant's personal property left at the end of the Lease term and place it in storage at the Tenant's sole expense. The Landlord shall not be liable for any act or omission relating to the removal of the Tenant's property.
- e. Regardless of whether Tenant has requested a pre-exit inspection, Landlord shall inspect the premises at the end of the Lease period, at a time convenient to the Landlord, after all apartment keys are returned by the Tenant to the Landlord.
- f. The Damage Deposit will not be returned until the Lease term ends or the last occupant vacates, whichever is later.

14. SUBLETS AND ASSIGNMENTS:

- a. Subject to the Landlord's written consent, a tenant may sublet the Tenant's right to occupy the apartment. A sublet may be for any period of time less than the remaining term of the Lease. A sublet occurs when a Tenant transfers to a third party (the "Subtenant") the Tenant's rights to occupy the apartment for a specified period of time, with the agreement that at the end of the sublet the Tenant reserves the right to reoccupy the apartment.
- b. In the case of a sublet, the Tenant remains obligated to the Landlord under the Lease and the Subtenant becomes obligated to the Tenant. The original Tenant remains liable for payment of rent and other obligations under the lease, including liability for any damages to the apartment, even if caused by the Subtenant. All lease rules apply to the Subtenant.
- c. A Lease assignment occurs when a Tenant transfers all of the Tenant's rights to occupy the apartment to a third party (the "Assignee") for the entire Lease term. In an assignment the Tenant reserves no right to reoccupy the apartment. In the case of a Lease assignment, the Assignee becomes obligated to the Landlord under the Lease in place of the Tenant. Payments received prior to the completed assignment shall be credited to the Assignee.
- d. It is the responsibility of the Tenant to find their own Subtenant or Assignee, and to negotiate all lease terms and payments.
- e. The Landlord will not unreasonably withhold consent to a Tenant's request for a Lease assignment or a sublet. The Landlord will consent to a Tenant's request for a Lease assignment or sublet if all of the following are met:
 - 1. The Tenant submits a completed request form to Ithaca Renting Company. A Sublet Consent Request Form or a Lease Assignment Request Form is available at Ithaca Renting Company, 119 Dryden Road, Ithaca, NY, 14850 or at www.ithacarenting.com;
 - 2. A copy of the completed request form, having the original signatures of the Tenant and the Assignee or the Subtenant must be delivered to Ithaca Renting Company. Ithaca Renting Company will not accept fax copies of the form;
 - 3. In the case of an apartment having more than one Tenant, all of the remaining Tenants consent in writing to the Lease assignment or the sublet and the written consent(s) are submitted to the Landlord;
 - 4. The proposed Assignee or proposed Subtenant has not been in the past a troublesome tenant to the Landlord or to any other Landlord for which Ithaca Renting Company acts as agent; and
 - 5. The proposed Assignee or proposed Subtenant is a Cornell student.
 - 6. The sublet is for a full semester or summer (minimum one month). Graduation Weekend, AirBnB, VBRO or other short term housing is not acceptable.
- f. The Tenant agrees that the above list of conditions is reasonable.
- g. It is the responsibility of the Tenant seeking to sublet or assign the Lease to obtain the written consent of all other Tenants in the apartment.
- h. Landlord will not enter the apartment to assist in showings for prospective Subtenants or Assignees.
- i. There is a \$10 fee payable to the Landlord for each Sublet Request, and a \$25.00 fee payable to the Landlord for each Lease assignment request.

15. RENEWAL LEASES: The Tenants have no right to extend their occupancy of the apartment beyond the end date of the Lease term, unless the Landlord shall agree in writing to a renewal Lease for the apartment. The following rules apply to a renewal Lease:

- a. A Lease is considered a renewal Lease, even if some or all of the Tenants named on the previous Lease will not continue to be Tenants under the renewal Lease.

- b. Tenants on a renewal Lease receive the benefit of a discounted rate over the market rental price that otherwise would have applied to a new Lease for the apartment. Also the Tenants on a renewal Lease have the advantage of not being required to vacate the apartment for any time over the summer months.
- c. Tenants on a renewal Lease, who were also Tenants on the previous Lease, need to pay an additional damage deposit if their current Damage Deposit amount is less than the amount required for their new Lease. If there are any New Tenant(s) on a renewal Lease, the New Tenant(s) will pay a damage deposit, and the damage deposit of the previous Tenant(s) will be returned to the those Tenant(s), who shall not be Tenant(s) on the renewal Lease, as required by the previous Lease.
- d. On a renewal Lease the apartment will be delivered to the Tenant(s) in whatever condition the previous Tenant(s) may have left it.
- e. Cleaning, painting, steam-cleaning, vacuuming, dusting, or other general cleaning services will not be performed by the Landlord at the start of a renewal Lease. The Tenants, if they wish such cleaning services at the beginning of a renewal Lease, should hire professional cleaners for the apartment. The expense of any cleaning is the responsibility of the Tenants on the renewal Lease.
- f. If a new Tenant is entering into a renewal Lease, the Landlord will inspect the apartment for obvious damages on or about the end date of the previous Lease. There is no inspection performed, however, if there will be no new Tenant(s) on a renewal Lease.
- g. Any new Tenant named on a renewal Lease is required to complete a written Move-In Inspection form and submit same to the Landlord within 5 days of moving into the apartment. This form is available at the Ithaca Renting Company Office at 119 Dryden Road. Noting any damage to the apartment will protect the new Tenant(s) from liability for pre-existing damages in the apartment. Neglecting to note damage to the apartment at the time of the move-in by the new Tenant(s) may cause the repair cost for previous damage to be charged to all Tenants named on the renewal Lease, even if the new Tenant arrived after the damage occurred.
- h. Any repairs noted on the Move-In Inspection form will be performed by the Landlord as a regular maintenance request item
- i. Charges to the new Tenant(s) may be assessed according to the Flat Rate Damages Charges referred to by and incorporated into the Lease. The new Tenant has reviewed those charges and agrees they are reasonable..
- j. Internet Service as offered through Ithaca Renting Company (see Section 9) is not automatically renewed. The Tenant(s) must subscribe and pay the required fee if the Tenant(s) want this service with a renewal Lease.
- k. Tenants upon move out on a renewal Lease must return the full set of issued apartment keys to the Landlord in order to prevent a lock change fee charged to their damage deposit.

16. FURNITURE AND APPLIANCES:

- a. Furniture is provided by the Landlord as part of the lease.
- b. Tenants are expected to keep all provided items inside the apartment during the lease term. Furniture is not permitted on any porch, balcony or other outdoor area.
- c. Changes to furniture must be requested and approved in writing at the Rental Office, within five days of key pick up. Only one request per apartment is permitted. Consult with any roommates prior to requesting any changes. No changes to provided appliances are allowed.
- d. After the five day grace period, if there is any additional exchange, addition or removal of furniture during the term of the lease, there will be a \$50 per item fee (exception- chairs \$25 each) as a moving and storage fee.
- e. All furniture removal requests must be approved at the discretion of management. Subtenants may not request furniture removal.
- f. Mattress/Box spring sets may not be separated. See Housekeeping and Decoration section for important information about mattress covers for your mattress and box spring.
- g. Due to heavy volume of requests during move-in periods, furniture removal requests may be delayed.
- h. Furniture may only be removed by Ithaca Renting Company Staff.
- i. If you plan to have furniture removed, please notify the office in advance of your lease start in order to facilitate removal.
- j. After the five day grace period, if there is any additional exchange, addition or removal of furniture during the term of the lease, there will be a \$50 per item fee (exception- chairs \$25 each) as a moving and storage fee.
- k. All furniture removal requests must be approved at the discretion of management. Subtenants may not request furniture removal.
- l. Appliances, including microwaves, may not be removed.
- m. If any furniture is removed from the unit, it will not be returned during the lease. This includes during any sublets.

- n. Additional furniture beyond the standard provided items is not available during the term of your lease.
- o. You may bring any of your own additional furniture that will fit into the apartment and not block the exit areas.
- p. STUDIO Apartment Furniture provided: Full size bed set, including mattress, box spring, frame. Dresser, bookshelf, desk, dining table, 2 chairs.
- q. ONE BEDROOM AND LARGER Apartment Furniture provided: Living Room- Sofa/3 person couch, Easy Chair/1 person couch, Coffee Table, End Table, Dining Table, Dining Chairs. Each Bedroom- Full size bed set, including mattress, box spring, frame. Dresser, bookshelf, desk, desk chair.
- r. Appliances provided in all apartments- refrigerator, microwave, stove/oven.
- s. COLLEGETOWN CENTER additional appliances provided- Dishwasher, 1 Air Conditioner per room.
- t. COLLEGETOWN PLAZA additional appliances provided 1 Air Conditioner per living room only. 1 TV for 2,3,4,5,6 Bedroom apartments. Dishwasher for 1,2,3,4,5,6 Bedroom apartments, and Studios on Floors 8,9.
- u. COLLEGETOWN COURT additional appliances provided: 1 Air Conditioner per living room only. 1 TV for 3,4,5 Bedroom apartments. Dishwasher for 1,3,4,5, Bedroom apartments
- v. ALL OTHER LOCATIONS additional appliances provided: Air Conditioner- none. Dishwasher- 2 Bedroom and larger apartments. TV- 2 Bedroom and larger apartments.

17. MAINTENANCE AND FACILITIES:

- a. Landlord shall provide a clean and well-maintained apartment at the start of the Lease, renewals and lease extensions excepted.
- b. Landlord shall furnish necessary heat and hot water. The heating season (as set by Ithaca City Housing Code) is September 15 through May 31. Each apartment must be heated to a temperature of at least 68 degrees. Tenant agrees not to block or cover heating appliances or heating ducts with furniture or bedding.
- c. Air Conditioners, where provided, may only be used when the outside temperature is above 55 degrees. The fan or air circulation setting on an air conditioner may be used when the outside temperature is above 30 degrees. Improper use of the Air Conditioner units will cause the units to freeze and not operate. Tenant shall be held responsible for any such damage.
- d. Tenant is not permitted to install any personal Air Conditioners.
- e. Landlord shall provide necessary maintenance during the term of the Lease. If at the commencement of the Lease there remain minor repairs or painting, the Landlord may give the Tenant possession and will complete such items when convenient to the Landlord. There will be no abatement or reduction of rent in such cases.
- f. Tenant must report any necessary repairs or maintenance requests to the Maintenance Department. Call 607-277-0179, and leave a detailed message with the report. Regular maintenance requests are completed weekdays, 10:00 am to 4:00 pm. After or before this time, weekends and holidays are for emergencies only. Emergencies are no heat, no water, water leaks, or any truly dangerous situation. Lost keys are not an emergency.
- g. Report any leaks or water drips immediately. The Tenant must treat all leaks as an emergency.
- h. Tenant must report any necessary refrigerator repairs promptly. Landlord is not responsible for replacing lost food due to appliance failure.
- i. Landlord shall replace light bulbs in permanently installed lighting fixtures upon notification from Tenant.
- j. Mandatory preventative extermination is provided monthly for each apartment. Please report any pest or insect issues immediately, and be prepared to fully cooperate with any extra extermination deemed necessary by a licensed professional exterminator.
- k. Tenant will be held responsible for the cost of damages caused by failure to report needed repairs or tenants own action or neglect. Normal wear and tear excepted. Maintenance Staff cannot determine costs of billable repairs, Management Staff will determine any costs.
- l. Do not flush large wads of toilet paper down the toilet. Grease, oils, coffee grounds, fibrous materials, Q-tips, sanitary napkins, tampons, and condoms must be put in the garbage, not in the toilet or down drains.
- m. Tenant is responsible for providing plungers and plunging toilets if they become clogged. Never re-flush a clogged toilet. Water may overflow and cause leaks. Tenant may be held responsible for costs associated to damage caused by this. Notify the Maintenance Department if plunging does not correct the problem. Caustic substances (Drano, Liquid-Plumr, etc.) must not be flushed down toilets or drains.

18. HOUSEKEEPING AND DECORATION:

- a. Mattresses: Tenant shall provide and use a fully encasing zippered mattress cover on both the mattress and box spring. Tenant will be charged for deeply soiled or stained mattresses.

- b. Extermination: Tenant shall be responsible for any extermination fees that are caused by tenant, including, but not limited to, bedbug infestations due to lack of mattress covers, pests that originate from kitchen sources, accumulated trash, or other Tenant actions.
- c. Cleaning: Tenant shall keep the premises in a clean and sanitary condition. Clean kitchens and bathrooms regularly, and vacuum your apartment. Do not permit offensive odors to originate from the premises at any time.
- d. Painting: No painting, writing, or otherwise defacing any surface of the apartment is permitted. All apartments shall remain painted in the Landlord's choice of color. Landlord reserves the right to determine when the apartment will be painted.
- e. Pushpins, tacks or very small nails are allowed on walls. Use of tape, poster tape, Blu-Tack/Poster Putty or any adhesives is prohibited on walls or carpet. Tenant shall be charged for damage.
- f. Interior doors and cabinet doors may not be removed.
- g. Privacy mini-blinds are provided on all windows. Tenants may hang their own curtain rods and should remove any brackets at the end of lease.
- h. No flags, signs or advertisements are to be displayed in apartment windows. No pianos, waterbeds or heavy furniture are permitted.
- i. Recycling: Tenant shall comply with recycling and tagging laws and be responsible for any fines incurred by the Landlord for the Tenant's failure to comply.
- j. Garbage: Tenant must supply Tenant's own garbage cans for the apartment. If garbage is allowed to accumulate inside or outside the apartment, there will be a charge to the Tenant for each bag/item the Landlord removes. To remove trash, use strong plastic bags, tied tightly, removed promptly and taken to the appropriate trash area. Put trash in garbage bins, recyclable items in recycle bins.
 - i. Collegetown Center, Collegetown Court: Trash/Recycle areas are located on each floor.
 - ii. Collegetown Plaza: Trash/Recycle area is located on Floor 3.
 - iii. 202, 210, 214 Dryden Road, 105 Dryden Court, 705 E Buffalo Street: Trash/Recycle areas vary.
 - iv. Aces Apartments 418, 426 Eddy Street, 213 Williams Street: Place trash in tightly tied bags at the curb with appropriate Trash Tag sticker for pick up. Recycling is collected every other week. If trash is placed incorrectly Tenant may incur fines.
- k. Tenant must thoroughly clean the premises at the Tenant's expense before departure and return of keys.
- l. If a part or parts of the apartment/unit cannot be satisfactorily cleaned or repaired, Tenant must pay for Landlord to replace them completely. Payment for damages, repairs, cleaning, replacements, etc., are due from the Tenant immediately upon the demand of the Landlord.
- m. Avoid Damage Charges: wall damage from tape and burn damage to carpet, furniture or countertops from cigarettes, pipes, coals, irons, cooking items are common but easily avoided deductions from the Tenant damage deposit.

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

- a. Always use bathroom exhaust fans when showering to prevent mildew accumulation.
- b. Use a cleaning product on bathroom surfaces, including ceilings, that is indicated for mold/mildew removal and take necessary measures to prevent mold/mildew from accumulating in the premises by keeping all areas free from water accumulation, removing visible moisture/mildew from shower enclosures, windows, walls, ceilings, and surfaces.
- c. Tenants are fully responsible and liable for the amount of all cleaning expenses incurred by Landlord to remove mold from the apartment as well as all damages to the apartment or the building caused by mold that is the result of tenant misuse, failure to report needed repairs or neglect. Tenant further agrees that the Tenant shall be responsible for damage to the premises and personal property as well as any injury to him/her and all occupants of the premises resulting from Tenant's failure to comply with these terms.

20. **FITNESS ROOM:** If the apartment Tenant rents is located at 111, 151, or 208 Dryden Road, Ithaca, New York, the Landlord provides to the Tenant a revocable license to use the Fitness Room located in that building. In consideration of the privilege of accessing and utilizing the Fitness Room located at 111, 151, or 208 Dryden Road, Ithaca, New York, the Tenant shall use the Fitness Room's facilities, services, and equipment at his/her own risk, subject to the following terms and conditions:

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

- b. The Landlord may close or restrict access to the Fitness Room from time to time for repairs, maintenance, or in other circumstances that may arise which, in the sole judgment of the Landlord, require the Fitness Room be closed or access restricted. Tenant will not be entitled to any reimbursement, abatement or adjustment of rent as a result of any restriction of access or closing of the Fitness Room. The Landlord shall set the open hours for the Fitness Room.
- c. The Landlord may revoke Tenant's Fitness Room privileges as a result of a breach of any provision of the Lease, the Tenant's objectionable behavior or conduct when utilizing the Fitness Room (which shall be determined by the Landlord upon Landlord's sole judgment) or the breach of any of the Landlord's rules governing the use of the Fitness Room. This includes allowing guests or visitors access to the Fitness Room.
- d. The Tenant upon using the Fitness Room shall be deemed to have represented and warranted to the Landlord that s/he is in good health and has no health condition, illness or communicable disease that may make Tenant's use of the Fitness Room's facilities potentially injurious to Tenant or to other users of the Fitness Room. Tenant further agrees to hold the Landlord harmless from all liability or damages which Tenant may incur if Tenant or any other party using the Fitness Room should sustain injury or damage while using the Fitness Room where such injury or damage is caused by Tenant's condition, illness or disease. Tenant acknowledges that if s/he has any chronic physical disability or medical condition, Tenant may be at risk in using the Fitness Room's facilities. The Tenant's utilization of the Fitness Room shall be wholly at the Tenant's own risk.
- e. Landlord shall not be liable for loss, theft, or damage to personal property of the Tenant or any guest or visitor of the Tenant in connection with the utilization of the Fitness Room, including but not limited to, money or jewelry; and Landlord shall not be liable for any loss or damage suffered by Tenant as a result of personal injuries sustained by Tenant or any guest or visitor of the Tenant, on or near the Fitness Room. Tenant hereby releases and discharges the Landlord, the Landlord's agents and employees from any and all liabilities, suits, claims, demands, actions or damages (including without limitation, all claims for property damage, personal injuries or death) except to the extent that such loss or damage is caused by or results from the Landlord's or the Landlord's agents' or employees' gross negligence or willful misconduct.
- f. Tenant is aware that the use of the Fitness Room involves certain risks of injury and Tenant expressly assumes the risks and responsibilities for any and all accidents or injuries of any kind which the Tenant may sustain by reason of physical exercise and/or use of the Fitness Room's facilities.
- g. Landlord may permanently close the Fitness Room, change any service or equipment contained in the Fitness Room and/or change any condition or rule of use for the Fitness Room at any time at Landlord's sole discretion without notice to the Tenant. Tenant will not be entitled to any reimbursement, reduction for abatement of rent as a result of the Landlord's election to permanently close the Fitness Room or take any other action respect to the Fitness Room.

21. FIRE SAFETY AND BUILDING CODE REGULATIONS:

- a. Tenant must not tamper with smoke detectors. They are for the Tenant's safety and are required by state and local regulations. There are no fire drills. Tenant must vacate the building immediately if fire alarms sound.
- b. All apartments will be entered over winter break by maintenance staff to perform an annual test of smoke detector performance.
- c. No satellite dishes, radio, or TV wires may be installed on the roof or exterior of the building. The Tenant shall not make any changes to the heating, electrical, telephone, or television cable system connections. Wiring between rooms is not permitted.
- d. Tenant must use grounded three-prong surge protectors. Do not overload surge-protector units. All outlet maximizers, extension cords, plug adaptors and halogen lamps/bulbs are prohibited. Turn off lights when not in use. Microwaves, toaster ovens, coffee pots, crock pots, hot plates, etc. must be used only in the kitchen areas provided. Such items are not allowed in bedrooms or sleeping areas. Tenant may have one small dorm-size refrigerator in his/her room.
- e. Portable space heaters are only allowed if the space heater is an oil-filled, UL Listed electric heater with auto shut-off and a no-tip feature. No other portable space heaters are permitted.
- f. As required by City of Ithaca Fire Code: do not leave bicycles, boxes, shoes or other obstructions in halls, stairs, elevators, kitchens, bathrooms, porches or fire escapes. Halls, stairs, and elevators are intended for ingress/egress only.
- g. Installation of air conditioners is not permitted beyond any already installed by the Landlord.

22. USE OF PORCHES, BALCONIES, LAWNS AND FIRE ESCAPES

- a. Safety: Tenant shall not toss or throw any object from any balcony, porch or fire escape, or permit any object to be tossed or thrown from a balcony, porch, or fire escape. Tenant shall not spit from a porch, balcony or fire escape.
- b. Lawns, parking areas, or driveways, if any, are not part of the leased premises, and Tenant does not have rights to these areas.
- c. No Parties: Tenant agrees that s/he will not have or permit any party on a lawn, driveway, porch, balcony or fire escape. If the Tenant shall fail to abide by this rule, this will be deemed a material breach of the Lease, and the Landlord may evict the Tenant or resort to any other remedy permitted by law. Tenant agrees that if any porch, balcony or fire escape is occupied by more than one person per 10 full square feet of area on such porch, balcony or fire escape, such shall be considered a party for the purpose of this rule.
- d. Maintenance: Tenant shall keep the porch, balcony and fire escape neat and clean at all times.
- e. Furniture: Only outdoor patio furniture may be kept on a porch or balcony. No furniture belonging to Landlord is permitted on a porch or balcony at any time. Under the City of Ithaca Housing Code Ordinance, ONLY outdoor patio furniture is permitted outside at any time. No furniture of any kind is permitted on fire escapes.
- f. Storage: No storage of any kind is permitted on any porch, balcony, hallways or fire escape, including, but not limited to, recyclables, garbage, housekeeping tools, machinery, recreational, exercise or other equipment. Tenant shall not keep combustible or flammable goods or materials on any porch, balcony or fire escape, including, but not limited to, charcoal, lighter fluid, paint, cleaning solutions, gasoline, and newspapers. No rugs, towels, laundry, clothing, clotheslines, or other items shall be stored or hung on any porch or balcony, or draped on railings of any porch or balcony. No items are at any time permitted to be stored on any fire escape.
- g. Stored personal items or trash left found outside the leased premises shall be removed at the Tenant's expense with no prior notice or warning.
- h. Outdoor Cooking: Outdoor cooking on porches, balconies or fire escapes is prohibited by the City of Ithaca Fire Code. Tenant may not use or store any gas, charcoal or other type of grill on any porch, balcony or fire escape. Tanks of any size containing flammable or compressed materials such as propane, helium or compressed air are prohibited at all times.
- i. Landlord's Right of Access and Removal of Items: In the event Tenant stores materials or items on any porch, balcony or fire escape which the Landlord deems hazardous to the safety of the building or other Tenants, the Landlord reserves the right to remove and store such items until the end of the Lease at the Tenant's sole expense.

23. NO PETS:

- a. The Landlord has a strict no pets policy. No pets are permitted in the building. No visiting pets are permitted.
- b. "Pets" includes, but is not limited to, both warm-and cold-blooded animals, such as dogs, cats, hamsters, rats, birds, snakes, lizards, or insects. Fish are permitted in containers no larger than five (5) gallons in size.
- c. If "no pets" rule is broken by the Tenant, the Landlord will charge the Tenant the maximum fees for extermination services, carpet or furniture cleaning, replacement or other costs associated to the presence of such animal in the apartment.
- d. The Landlord may contact any local Humane Society for removal of such animal if not removed immediately by the Tenant at the Landlord's demand.
- e. Under federal and state law, a disabled person may seek an accommodation of this policy in appropriate circumstances. If a person is not disabled as defined by the law, or does not have a disability-related need for an assistance animal, the law does not require a modification of Landlord's no pet policy. For more information on how to request an accommodation, please contact the management office.

24. SERVICE ANIMAL (SA) OR EMOTIONAL SUPPORT ANIMAL (ESA) RESPONSIBILITIES:

- a. Before signing a lease with Ithaca Renting Company (IRC) for a multiple bedroom unit shared with other people, the Tenant/Applicant Caretaker should resolve any issues that may be related to having a Service Animal (SA) or Emotional Support Animal (ESA) with other occupants of the Unit if Tenant intends to seek an accommodation of the no pet policy.
- b. IRC has no responsibility for resolving any dispute between other individuals in the Unit and the applicant for an accommodation, or allocation of damages in the event that the Unit or its furnishings are damaged by the animal.
- c. IRC has no ability or responsibility to re-locate or re-assign unit occupants as a result of a disagreement between people sharing a unit over a request for, or grant of, an accommodation.

- d. IRC will not refund any deposits or payments, cancel any contracts or guarantees, or mediate any disputes between the Caretaker and other individuals living in the Unit. Tenant is reminded that persons sharing a unit are jointly and severally liable for all obligations under a lease that is larger than a studio or 1 bedroom unit.
- e. An exception to the IRC No Pet Policy is granted subject to the assistance animal's behavior, noise, odor, and waste not exceeding reasonable standards for a well behaved animal, and that these factors do not create unreasonable disruptions to the other occupants of the building.
- f. All assistance animals must be treated humanely. If mistreatment or failure to provide care is reported to IRC, IRC will conduct an investigation. A determination of mistreatment or adequate care may result in termination of the accommodation and/or a report to the local police/SPCA.
- g. Caretaker is responsible for ensuring that the SA or ESA does not interfere with the routine activities and daily operations of the other occupants of the building. Sensitivity to roommates with allergies and to those who fear animals is an important consideration for the Caretaker.
- h. The Caretaker and any parent guarantors is/are financially and legally responsible for the actions of the SA/ESA, such as bodily injury or property damage including, but not limited to, any replacement of furniture, carpet, drapes, or wall coverings, etc. IRC shall have the right to bill the Tenant immediately for necessary repair and/or replacement costs, even if before the end of the occupancy. Tenant shall pay within 30 days of billing. The Caretaker and guarantors shall indemnify and hold the Landlord harmless from any and all damage and/or liability related to the granting of an accommodation, including damages, costs, disbursements and attorney's fees. In the event that the Caretaker and/or parent fail to pay for damages, then the other tenants shall be responsible to compensate that Landlord under the joint and several liability portion of the lease and parental guarantee.
- i. The Caretaker is responsible for any expenses that are required due to costs incurred for cleaning and or fumigation, normal wear and tear excluded. In order to maintain the premises for future occupants, the Caretaker will be charged for carpet cleaning on turnover according to standard IRC charges.
- j. IRC inspects monthly for pest infestation. If fleas, ticks, or other pests are detected through inspection, the Unit will be treated using approved fumigation methods at the Caretaker's expense.
- k. SAs and ESAs may not be left alone for more than 12 hours and in the event that Caretaker leaves the City of Ithaca for more than 24 hours, the SA or ESA shall be taken by the Caretaker. It is recommended that ESAs living in a multiple occupancy unit be kept in a crate when the Caretaker is not present in the Unit. IRC recommends that all assistance animals be crated when no one is present in the unit to reduce the potential for property damage.
- l. Should the SA/ESA be removed from the premises for any reason, the resident is expected to fulfill his/her housing obligations for the remainder of the lease.
- m. IRC's primary lease requires that every tenant have and maintain renter's insurance coverage to protect against property loss and/or third party claims. Tenant agrees to provide proof of insurance coverage prior to taking occupancy, and a copy of the actual policy with any application for accommodation based on a disability.

25. REQUIREMENTS FOR ASSISTANCE ANIMALS AND THEIR CARETAKERS/PARTNERS/HANDLERS

- a. License: All dogs harbored (provided food or shelter) in the City of Ithaca are required by State and City law to be vaccinated for rabies, to be licensed and at all times wear the dog license. Working animals (SAs) are required by City law to be issued a second license that also must be worn at all times by the SD. For more information please refer to Ithaca City Code Article Chapter 164, Article II. You must make a special request to the City for the working animal license.
- b. SAs shall at all times wear a collar with the dog license, an identifying tag with the telephone number of the Caretaker, Ithaca service animal license, and, if provided by the veterinarian, the rabies license. When in hallways or other common areas, the SAs shall be leashed and kept under proper control.
- c. Other ESAs. Quadruped animals such as cats shall wear a collar with identification of the CA and a phone number at all times. When in common hallways or outdoors on IRC property, the ESA shall also be leashed and kept under proper control, unless it is being transported in a crate. Birds shall be tethered or kept in a cage at all times and shall not be allowed to freely fly in a unit or any common area.
- d. Responsibility: The care and supervision of the assistance animal is solely the responsibility of its Caretaker. The Caretaker is responsible for the assistance animal at all times including times that it is being managed by an alternate caretaker. In the case of any incident involving injury to a person by a SA, the Caretaker shall make an immediate report to the IRC leasing agent staff or upper management, so that the incident can be properly investigated and documented.

- e. Behavior: Caretakers may be required to remove a SA/ESA that is unruly or disruptive (biting or attempting to bite, extended barking, meowing or other animal noises, running around, jumping at or on people or other excessive physical activity). A SA may be removed from IRC property temporarily or excluded from IRC property permanently if it is aggressive, bites, is unruly and disruptive, is in ill health, or habitually unclean. The decision to exclude a SA/ESA will be made by IRC management if it is deemed an immediate threat to the health and safety of others, or after hearing information from all parties involved if the situation is not an emergency.
 - f. Housebroken: Caretakers must ensure that the assistance animal is housebroken. If the ESA is a cat, it shall be litter box trained and not spray outside the litter box. The litter box shall be located only in a non-carpeted portion of the unit (kitchen or bathroom). An assistance animal that is not housebroken may constitute a default of the Tenant's agreement in the lease to keep the property neat and clean. In the event of an isolated incident, the Caretaker is responsible for immediately cleaning up and properly disposing of bodily fluids or solid wastes whether indoors or outdoors.
 - g. Cleanup: The Caretaker is responsible for cleaning up all liquid and solid waste, or having a third party available to do so if the Caretaker is physically unable to perform the cleanup. The Caretaker should have appropriate cleanup materials and disposal bags available at all times. Used cleanup materials should be disposed of by tying securely in a plastic bag and depositing in a city outdoor waste container, or disposed of in a properly tagged city trash bag set out for curbside pickup. Tenants may purchase garbage tags from designated locations for curbside disposal, posted on the City of Ithaca's website. When necessary, the Caretaker must promptly contact IRC maintenance so that further cleanup, disinfecting and deodorizing can be performed. Regarding any Caretaker who is physically unable to perform the necessary cleanup, it is the responsibility of such Caretaker to have previously made satisfactory arrangements at his/her expense, for a third party to perform all actions required by this paragraph. Caretaker is responsible for properly containing and disposing of all animal fecal waste, as provided for by Ithaca City code 164-7. In the event Caretaker or assistant handlers improperly dispose of animal feces in the plumbing system, trash system, or any other mechanical system that clogs or damages the system, Caretaker and/or Caretaker's guarantor(s) shall be responsible for all expenses related to repair and/or replacement of damaged systems.
 - h. Health: A Caretaker shall not bring a SA/ESA that is not clean and well-groomed to IRC properties, and must provide proper care the SA/ESA if it becomes ill.
 - i. Reporting of incidents: In the event of any incident involving property damage or bodily injury by the SA/ESA, the Caretaker is required to submit a written report to IRC within 24 hours detailing the events of the incident and identifying any other persons involved in the incident or witnessing the incident. In the event a human, or other authorized animal is injured by a SA/ESA, Landlord may require the immediate segregation of the animal from the living quarters until the matter is fully reviewed.
26. NO SOLICITATION: Solicitation is not permitted in the building.
27. SPRINKLER SYSTEMS: *Effective December 3, 2014* For all New York State residential Leases, landlords are required to document the existence or non-existence of a maintained and operative sprinkler system on the leased premises, along with further notice as to the last date of maintenance and inspection. This information is kept up-to-date for each property at and is available upon request from the management office.
28. CERTIFICATE OF COMPLIANCE: The City of Ithaca requires all rental dwellings to hold a valid Certificate of Compliance. This certificate shall be displayed in the main entryway of each rental building, and accessible for all Tenants to see. These certificates can be verified through the City of Ithaca, at the web site they have provided: www.zhewiz.com/fmi/webd/CityOfIthacaBuildingList . As of 9/1/2020, all buildings have a valid certificate of compliance, and the expiration dates are as follows:
- a. Collegetown Center, 151-59 Dryden Road: 5/23/2022
 - b. Collegetown Plaza 113-19 Dryden Road: 10/25/2020
 - c. Collegetown Court 208 Dryden Road: 9/4/2021
 - d. Aces Apartments 418-428 Eddy Street: 7/31/2021
 - e. 705 East Buffalo Street: 7/29/2023
 - f. 214 Dryden Road: 1/14/2023
 - g. 210 Dryden Road: 3/2/2023
 - h. 202-204 Dryden Road: 9/4/2021
 - i. 105 Dryden Court: 1/8/2023
 - j. Re-inspections will be scheduled prior to the expiration dates by the Landlord.

29. FLAT RATE DAMAGE CHARGES:

- a. Ithaca Renting Company returns the unused portion of damage deposits by mail within fourteen days after the Lease end date or the last occupant vacates, whichever is later. Payment is in the form of a check payable to the Tenant. Checks cannot be issued to parents or other third parties. Refunds are made by check only.
- b. The Tenant has acknowledged in the Lease that should he or she fail to move out of the apartment at Lease end or should he or she cause damage to the apartment or any of the Landlord's furniture in the apartment, or shall the Tenant fail to return the apartment and the furniture therein in the condition required by the Lease, that it would be very difficult and burdensome to calculate a dollar amount for the damage suffered by the Landlord.
- c. Therefore, the Landlord has proposed and the Tenant has accepted the following flat rate charges for cleaning, repairs and replacements. The Tenant agrees to pay these flat rate charges and further agrees that these charges are reasonable in amount. Normal wear and tear is exempt from repair cost. The rates listed are used to calculate any repair/replacement cost only if required.
- d. Any portion up to the full amount stated per item may be charged based on the evaluation of the Landlord's agent.
- e. Tenant is required to fill out and return Move-In Inspection form issued upon arrival to note the condition of the apartment when you take possession.

RENT AND OTHER CHARGES:

Unpaid Rent	Actual amount+ late fee as specified in lease
Returned check fee	\$35
Miscellaneous charges/fees	Actual amount +10% fee
City fines or fees	Actual Amount +\$25
Review CCTV footage	\$50 per hour, minimum 1 hour.

Overstay lease fee:

\$25 per hour, up to \$300 per day, plus reasonable costs and attorneys' fees if it is necessary to commence legal proceedings to remove the Tenant from the apartment, and as a result of any third party claim against the Landlord for failure to deliver the unit in a timely fashion.

After Hours Lock Outs	\$75 per incident
Lock Change and installation	\$100 per lock, includes cuts (Lost keys, keys not returned at the end of lease date)
Proximity Reader Tag	\$20 per tag
Miscellaneous spare keys	\$15 per key
Retrieve keys from elevator shaft	\$40 per incident

Smoking Violation	\$250 per incident, + cleaning/damage fees
Extermination Fees	Actual Amount +\$25

FURNITURE, APPLIANCES, FIXTURES (missing or damaged):

Includes removal/disposal of damaged item, installation of new item.

Sofa	\$1200	Easy Chair	\$750	Dining Table	\$500
Bed/Mattress	\$400	Dresser	\$545	Coffee or end table	\$300
Dining/desk chair	\$200	Barstool	\$100	Desk	\$540
Bookcase	\$300	Sofa Cushions	\$250	Desk chair cushions	\$75
Stove/Oven	\$530	Dishwasher	\$600	Washer/Dryer	\$1500
Microwave	\$200	Air Conditioner	\$525	A/C Cover	\$85
Refrigerator, Under 10 cubic feet	\$620	Refrigerator, Over 10 cubic feet	\$790		
Toilet	\$600	Toilet Seat	\$45	Towel Bar	\$50
Tub/Shower	\$950	Sink	\$525	Toilet Paper Holder	\$30
Bathroom Mirror	\$250 each				

TV	Actual Cost +25%
Smoke/Carbon Monoxide Alarm	\$75
Light Fixture, normal incandescent	\$75
Light Fixture, normal fluorescent	\$130
Light Fixture, special	\$150 and up

CLEANING:

Dirty Kitchen	\$100
Dirty Bathroom	\$100
General Cleaning	\$40 per room/hall
Trash Hauling/disposal	\$30 per bag
Steam Cleaning excessively dirty carpet	\$100
Removal/disposal of bulky items (furniture/boxes/large items)	\$50 per item

MISCELLANEOUS REPAIRS. Includes removal/disposal of damaged item, installation of new item, clean-up.

Wall painting excessively scuffed or dirty walls	\$100 per wall/ceiling, max \$350 per room
Repair wall damage from tape, command hooks, broken hooks, poster putty, or other residue	\$150 per wall (Includes painting)

Repair holes in wall (Includes painting)

Small under 10 square inches	\$150,
Medium 11-35 square inches in	\$200
Large over 36 square inches in	\$300

Repairs to appliances/fixtures:	Actual Cost +25%
Cupboard doors/countertops	Actual Cost +25%
Replace sheet vinyl floor cover	\$500
Carpet replacement due to burns/damages	\$500 per bedroom/hall \$700 per living room

Replacement of damaged interior door	\$400	Replacement of damaged entrance door	\$1000
Repair/replace interior door hardware	\$95	Repair/replace entrance door hardware	\$275
Repair Split door jambs	\$200		

Repair/replace damaged/missing window screens	\$125		
Replace mini-blind, one on a headrail	\$150	Replace mini-blind two on a headrail	\$300
Replace broken window glass single pane	\$75	Replace broken window glass, double pane	\$250