

RENTAL AGREEMENT

PROPERTY ADDRESS _____ Apt, Oswego, NY 13126

Total rent due this contract is not less than: \$ _____

Tenant(s) agree to the following rules, or forfeiture of entire security deposit and grounds for eviction:

*Rent will be paid on the first of each month, or as agreed to on the payment plan selected (see attached). Forms of payment include cash, in person only, local checks and/or money orders only. If late, there will be an added late fee of \$20.00 plus \$3.00 per day after that. Rent is the same price whether apartment/house, hereafter referred to as "dwelling," is fully occupied or not. Tenant(s) will **NOT USE SECURITY DEPOSIT FOR LAST MONTH'S RENT**. Tenant(s) will pay the full month's rent for any portion of a month that the dwelling is used.

*Tenant(s) understand that monies paid to hold a dwelling are **NON-REFUNDABLE**.

***Tenant(s)/Landlord** will pay all utilities. Tenant(s) agree to pay any water and/or sewer user fees. Water /sewer fees will be divided by the number of tenants in the building. Tenant(s) will pay for any damage to the dwelling. Tenant(s) understand that the landlord is **NOT** responsible for any of the tenant(s)' property, including furniture and personal items. Tenant(s) further understands it is the tenant(s) responsibility to carry renter's insurance and landlord strongly recommends it. Tenant(s) will be responsible for water damage caused by open windows, overflowing sinks and toilets, misuse of shower curtains or by inadequate heat that may cause pipes to freeze and or burst/break.

*Landlord will pay for trash removal. Tenant(s) are always responsible for proper separation of trash recycling. Failure to properly separate trash and any cost(s) or fines resulting are the responsibility of tenant(s) and will be paid for by tenant(s).

*Smoke alarm(s) have been installed and are working. Tenant(s) are responsible to check and maintain smoke alarm(s), including changing batteries as necessary.

*Tenant(s) must use curtains or blinds in windows. **NO SHEETS, BLANKETS, SIGNS or SPEAKERS** are to be used or placed in windows. Tenant(s) will pay for broken windows and screens.

*Tenant(s) will limit noise. **NO PARTIES AND OVERNIGHT GUESTS ARE ALLOWED**.

***No 'Beer Pong', 'Flip Cups' or messy drinking games are to be played on the premises.**

*No tanning, sitting or laying out on roofs are allowed. No burning candles, no smoking and no barbeque grills are allowed on premises.

*Tenant(s) will keep the apartment/house clean and neat at all times. Upon vacating, the dwelling, it will be left clean or tenant(s) will forfeit **ENTIRE SECURITY DEPOSIT**. Refer to requirements for return of security deposit (see attached). Fireplace(s) is **NOT TO BE USED**. Tenant(s) will not install an electric air conditioner, refrigerator, washer, dryer or any electrical equipment if utilities are in landlord's name. Tenant(s) will **NOT** alter or modify the dwelling in any way, or make any kind of changes, including painting.

*Landlord is to have access to attic and/or basement through apartment/house for inspection or repairs without tenant(s) being there.

*Landlord is to have access to the dwelling from 9am-9pm to show apartment/house for the purpose of renting the unit to future tenant(s) without current tenant(s) being home. Student rentals may need to be shown months prior to the end of the current tenant(s) lease to rent unit for the next school year. This is the nature of the student market in Oswego. Units occupied by current tenant(s), other than student renters, could be shown as early as landlord has received notice that current tenant(s) plans to vacate the apartment/house.

*Tenant(s) are responsible for replacement of light bulbs at tenant(s) expense.

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*Tenant(s) will **NOT PLACE ANYTHING IN PLUMBING**. A \$50.00 service fee will be charged to tenants each time any feminine hygiene item is found or any other foreign item(s) are found to cause back-up or plumbing problems.

***NO PETS ARE ALLOWED. IMMEDIATE FORFEITURE OF ENTIRE SECURITY DEPOSIT** if a pet is found in the apartment/house.

*Tenant(s) agree to a rental period of not less than _____ to begin _____ and end _____. If tenant(s) vacate apartment/house before the end of this period, it is understood by tenant(s) that they will lose ENTIRE security deposit and be responsible for balance of the rent due for the period originally agreed upon in this "Rental Agreement." **No more than _____ person(s) will live in apartment/house.** Tenant(s) **WILL NOT SUBLET** without written permission of landlord in writing. It is understood that any parking provided is for tenant(s) use **ONLY** and is to be worked out with other tenants, in some cases, on first come, first served basis. **NO GUEST PARKING IS EVER PROVIDED.**

*If any tenant(s) is a member of a club, Fraternity or Sorority it is understood that **NO CLUB, Fraternity or Sorority** functions are allowed to be held at apartment/house.

*Tenant(s) agree to abide by **ALL** laws and code of the City of Oswego, County of Oswego and State of NY. If any points are acquired on the property by the City Of Oswego, while the tenant(s) is renting, tenant(s) agrees to **IMMEDIATE FORFEITURE OF ENTIRE SECURITY DEPOSIT!**

*Tenant(s) understand that compatibility with neighbors is of utmost importance.

*If, during the term/period of this "Rental Agreement" the utilities are switched into the landlord's name for any reason, the tenant(s) agree to a rent increase.

*Tenant(s) are responsible for and agree to remove snow form porch (es), step(s), sidewalk(s) and will be responsible for snow removal of their parking area. **ANY SNOW REMOVAL PROVIDED BY LANDLORD IS NEVER PROVIDED ON DEMAND.**

*Tenant(s) agree to pay a minimum of \$25.00 for **each** lockout, lost key or new lock, plus materials and labor.

*NO "fun tack," nails or electrical heaters are to be used. If any are found, tenant(s) understand and agree to pay extra charges imposed and due to an amount set by landlord.

*If legal or court proceeding(s) are necessary to fulfill this "Rental Agreement," tenant(s) **agree** to pay all legal fees and court cost(s) incurred by landlord.

SIGN & DATE

_____ Tenant ____ / ____ / ____ Date

_____ **Landlord** ____ / ____ / ____ Date

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PAYMENT PLANS AVAILABLE

We have read and understand this agreement.....

PAYMENT PLANS ON RENT OF APARTMENT/HOUSE (Please initial on line(s) provided.)

_____ Prices are broken down individually to show what each person’s share would be.
_____ Apartment/House are rented as a whole, therefore, if one or more tenant(s) do not pay their rent,
_____ or vacate apartment/house, the remaining tenant(s) are responsible for paying the outstanding
_____ rent balance due, and finding replacement(s), or collecting from the tenant(s) who did not pay,
_____ or vacated apartment/house.

TOTAL RENT DUE THIS CONTRACT IS TO BE NOT LESS THAN \$_____.
THIS IS AN UNDIVIDED AMOUNT AND EACH TENANT IS RESPONSIBLE FOR THE FULL AMOUNT DUE!

Forms of payment include cash, local checks and/or money order only. Rent payments are broken down individually, note above “payment plans” on rent of apartment/house above:

- Payment Plan #1**
- Payment Plan #2**
- Payment Plan #3**
- Payment Plan #4**
- Payment Plan #5**

Payments are to be made as follows:

\$_____ to be paid at signing of lease (HOLD MONEY). Hold money is non-refundable until all terms of this “Rental Agreement” are fulfilled as written, at which time Hold Money will become Security Deposit and as such refundable.

\$_____ Rent money paid at signing of the lease. Additionally, see payment plan selected by tenant below.

The next payment due on this “Rental Agreement” is as shown above in payment plan(s).

(1) I agree to payment plan # _____, signed _____ (Tenant).

(2) I agree to payment plan # _____, signed _____ (Tenant).

(3) I agree to payment plan # _____, signed _____ (Tenant).

(4) I agree to payment plan # _____, signed _____ (Tenant).

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REQUIREMENTS FOR RETURN OF SECURITY DEPOSIT

1. All terms and conditions of “Rental Agreement” must have been met and upheld.
2. There must be no damage.
3. All rent payments must have been paid on time on the dates due.
4. Apartment/house must be clean, especially the kitchen (including stove, oven and refrigerator) and bathroom(s) (including tub, shower, sink and toilet).
5. Apartment/house must be vacant: Everything and everyone gone except for furniture landlord let you use and or items landlord gave tenants permission to leave; in writing.
6. All keys to apartment/house must be returned to landlord.
Each tenant must leave landlord a self-addressed, stamped envelope in which all or any of security deposit due to be returned to tenant by landlord will be returned. Please put keys in envelope.

I have read and understand the above Requirements for Return of Security Deposit:

Signed _____(Tenant).

Signed _____(Tenant).

Signed _____(Tenant).

Signed _____(Tenant).

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NEW TENANT INFORMATION SHEET

REMIT RENT PAYMENTS TO: **Atom Avery**
P.O. Box 5171
Oswego, NY 13126

Forms of payment include cash, local checks and/or money order only.
Please indicate in memo: tenant name, address and apt. #.

SERVICES: **Paid by Tenant** **Paid by Landlord**

National Grid Tenant(s) Landlord
1-800-642-4272

It is strongly recommended that you use the "budget" form of payment for your utilities!

Telephone, Cable, Internet ALWAYS BY TENANT Never by Landlord

Verizon **1-800-890-7100**
Time Warner Cable **(315) 343-1208**

**** Be sure to tell them you rent from Atom Avery. They are NOT to drill any new holes in any of my buildings without my permission FIRST!**

Trash Services Not Tenant(s) Landlord
Butler Disposal Systems (315) 342-0832
OSWEGO DOES NOT HAVE CITY TRASH SERVICES.

YOUR ADDRESS IS: _____

Oswego, NY 13126

PROBLEMS: If you are having a problem, call (315) 343-5005, (315) 529-0350. When you call, you must give: your full name, telephone number, address and apartment number and the EXACT NATURE OF THE PROBLEM. Never assume "They will know", or "Just have them call me." We need all this information please! Then we can prioritize our work effectively to maintain everyone's apartment/house most efficiently. If you are having an **EMERGENCY = FIRE, FLOOD, BROKEN PIPE, NO HEAT** and have tried our number(s) and have received no answer repeatedly, **THEN AND ONLY THEN**, call (315) 342-2447 or (315) 343-2790. Please introduce yourself and explain. These are emergency numbers only. **LOCK OUTS & PLOWING ARE NEVER EMERGENCIES.** Welcome to Oswego and enjoy your stay. Your business is appreciated!

THANK YOU

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TENANT (S) EMERGENCY & PERMANENT INFORMATION

1 Tenant Name _____ **Cell** (_____) _____

Permanent Address _____ Home Phone (_____) _____

_____ Social Security # _____ --- _____ --- _____

Local Address _____ Email Address _____

Landlord Reference _____ Landlord Phone # (_____) _____

Name of Emergency Contact _____ Relationship _____

Contact's Day Telephone (_____) _____ - _____ Night (_____) _____ - _____

2 Tenant Name _____ **Cell** (_____) _____

Permanent Address _____ Home Phone (_____) _____

_____ Social Security # _____ --- _____ --- _____

Local Address _____ Email Address _____

Landlord Reference _____ Landlord Phone # (_____) _____

Name of Emergency Contact _____ Relationship _____

Contact's Day Telephone (_____) _____ - _____ Night (_____) _____ - _____

3 Tenant Name _____ **Cell** (_____) _____

Permanent Address _____ Home Phone (_____) _____

_____ Social Security # _____ --- _____ --- _____

Local Address _____ Email Address _____

Landlord Reference _____ Landlord Phone # (_____) _____

Name of Emergency Contact _____ Relationship _____

Contact's Day Telephone (_____) _____ - _____ Night (_____) _____ - _____

4 Tenant Name _____ **Cell** (_____) _____

Permanent Address _____ Home Phone (_____) _____

_____ Social Security # _____ --- _____ --- _____

Local Address _____ Email Address _____

Landlord Reference _____ Landlord Phone # (_____) _____

Name of Emergency Contact _____ Relationship _____

Contact's Day Telephone (_____) _____ - _____ Night (_____) _____ - _____