

LEASE AGREEMENT

PARTIES: The Parties to this agreement are KPK Properties, LLC, hereinafter called the "Owner/Landlord". BonaGany Inc. hereinafter called "The Management Company" and the persons below signed, hereinafter called "Student/Tenant"

LOCATION: 7 and 10 North 5th Street, Allegany, NY 14706

TERM: The Term of this agreement will be for the academic year (2 semesters and no longer than 9 months)

beginning on August _____ 2022 and ending on May _____ 2023

(Move in-Friday before classes begin in August / Move out Monday after Graduation in May)

RENT: The Rental Fee for this agreement will be as follows:

\$ 2,925. per Student, per Semester, based on Four Students. The House rent is \$23,400 per academic year billed \$11,700 each semester.

Rent is due August 1st (Fall Semester) and January 1st (Spring Semester). Please pay electronically by logging into your Buildium property management account which was established at lease signing. Your Lease payments will be directly deposited into your Landlords account. A late fee of \$100.00 can be charged for every month rent is not paid in full.

1. DEPOSITS:

Security and Damage: **A security deposit of \$650.00 per student (if sharing a bedroom \$450)** shall be paid upon consummation of this agreement. Your payment will be made electronically by logging into your Buildium property management account at lease signing. Security Deposits are returnable within 14 days from the end of the last semester of occupancy herein agreed upon except for the actual cost of damages, excessive dirtiness in bathroom or kitchen or unpaid rent. Tenants may choose to use a portion of their security deposit to purchase bi-weekly cleaning services and weekly trash removal. The cost of the cleaning service, and weekly trash removal for the academic year, **will not exceed \$250 per tenant or rentable bedroom.** (Note: There is usually a Final Cleaning and Trash Removal fee assessed after graduation if the property is Not in the same condition as the tenants found it). If any deposit by itself is insufficient for its above stated purpose, the other deposits will be used. For example: If one tenant does not pay their rent for the entire academic year then other tenants security can be used.

By initialing here, **All Tenants** agree to utilize a portion of their security deposit to purchase bi-weekly cleaning and Weekly Trash removal. **Tenants Initial** _____

By initialing here, **All Tenants** agree to provide **Two Hours of Community Service** each academic semester **or** donate \$100 (from their Security Deposit) to Community Non-Profit organizations.

Tenants Initial _____

2. UTILITIES:

The owner agrees to pay the Gas, Electric, Water, Sewer and maintain the Washer/Dryer at 6 West Main.

3. JOINT AND SEVERAL LIABILITY:

Tenants shall be held jointly and severally liable for all rental payments due and owing to the Landlord as set forth. The liability for rental payment and damage to apartment/house may be vested equally upon all Tenants, or not equally upon all Tenants, at the election of the Landlord. Tenants that sign this agreement shall jointly be held responsible for meeting the provisions of this agreement regardless of subsequent developments such as internships, leaving school, etc. unless prior changes to this agreement are made in writing and are agreed upon by the Owner/landlord.

Tenants Initial _____

4. USE OF PREMISES:

NO SMOKING ALLOWED INSIDE PREMISES. For Safety and Health reasons Smoking is strictly prohibited. A \$100. Fee per student, per violation, will be charged if evidence of smoking is found.

NO SPACE HEATERS OR REFRIGERATORS ALLOWED. For Safety and electrical reasons these appliances are not permitted. If found these units must be removed or stored at Students expense.

The premises must be used as a residence excluding any other purpose and must be kept protected and secured at all times.

No sublease will be allowed without the approval of the owner.

The Tenants/Students shall maintain the premises in a safe, orderly and clean condition and promptly report any malfunctions and problems to the owner. Tenants/Students are responsible for snow removal. Owner will plow driveway.

Tenants/Students will conduct themselves in a mature, orderly manner and not cause disturbances or injury to occupants or neighbors.

The last Tenants/Student occupying a room assumes the responsibility for the condition and cleanliness of that room and furnishings.

Tenants/Students shall not have or operate hazardous equipment, heaters, materials or appliances on the premises, or suffer confiscation, unless the landlord authorizes same.

Should the Tenants/Students not pay for the occupancy herein agreed upon, the

Remaining Students shall find a suitable replacement or bear the additional rent.

No Tenants/Students or guests are permitted on any Roof. Evidence of Tenants/Students on any Roof is grounds for eviction without refund or \$100. Fee per Student, per occurrence.

Tenants/Students shall transport refuse to the curb weekly. If Tenants/Students do not dispose of refuse properly, landlord will dispose of it and charge Tenants.

Guests are permitted provided they conduct themselves in a mature, orderly manner and do not create a

Disturbance. The maximum amount of guests is limited to 2 per tenant.

The Tenants/Students are liable for the conduct of their guests and any damage or disturbances created by them.

No bonfires are permitted on the premises.

If Tenants/Students do not keep the premises clean, after due notice, the owner may cause cleaning at the students' expense.

No feminine hygiene products or prophylactics shall be disposed of in the toilet. If evidence of these products are found when cleaning out drain lines, the students will be responsible for the costs associated with cleaning out drain lines.

Tenants/Students agree to pay any "Landlord Fines" imposed by the Village of Allegany, caused by Tenant/Student misbehavior.

Large unruly parties, public nuisance, disturbances or damages are grounds for immediate eviction without refund.

Tenants Initials _____

No pets are allowed unless an exception is made at lease signing. A \$100.00 fee will be charged to **each** tenant on the lease if evidence of a pet is found.

The owner/landlord is not responsible for loss or damage of students' personal property. Renters insurance is highly recommended.

At the end of the occupancy, Tenants/Students may not leave any of their belongings, even if they are contracted to rent the following year.

Incoming Tenants/Students may not store furniture, books, etc. over the summer in their future room or in any part of the home.

Tenants/Students are responsible for replacing burned out light bulbs and shall not operate electric equipment that overload circuits.

Locks may not be changed or additional locks installed without the owner's consent.

All keys given to students must be returned to the owner after occupancy.

No keys are to be given to others. Call Tim Peterson if Keys are lost or stolen at (716) 378-0245

- The possession and/or use of non-prescribed drugs or narcotics by Tenants/Students or guests are prohibited and are grounds for eviction without refund.

The excessive use of alcohol by students or guests is prohibited and is grounds for eviction without refund.

Tenants/Students shall not abandon their property on premises. Tenants/Students shall hereby agree to pay all removal costs.

Tenants/Students may not drive on the lawn and are responsible to see that their guests do not drive on the front yard as well.

Only vehicles belonging to the Tenants/Students are allowed to be parked on the premises. Other vehicles will be towed away. Tenants' vehicles must be registered with the landlord. No abandoned/unregistered vehicles allowed on the premises.

5. REPAIRS

If Tenants/Students fail to correct and occupant caused problem after owner notification, then Tenants/Students agree to pay owner for his causing correction.

Tenants/Students must report need for repairs promptly to the owner. Call or Text Steve Pockalny at (716)307-9530. Students cannot cause repairs to damages not of their making.

6. FURNISHINGS:

Furnishings and furniture are accepted as is and shall be kept clean and in good repair. Tenants/Students are not allowed to bring their furniture into the house without written permission of the landlord.

No furniture belonging to Tenants/Students or landlord shall be stored in the basement.

Furniture may not be removed, lent to others or replaced except with owner consent. Storage of others' furniture is not allowed.

No objects shall be nailed or taped to the walls, doors or ceilings nor shall existing objects be removed to the point that excessive damage would be caused.

Tenants Initials _____

7. OWNERS RIGHTS AND RESPONSIBILITIES:

Smoke and C.O. detectors shall be provided. Tenants will not disable fire detection equipment and shall change batteries as needed.

Livability is insured. If the premises are not habitable per the village inspector, rent will be refunded on a per diem basis until livability is restored. Owner will provide other living quarters except if lack of livability is caused by tenant or guests action.

Furnishings and premises shall be clean and in good repair

Owner shall provide Bed and Dresser for each bedroom and living room Sofa and Coffee Table.

Utility systems shall be kept in good repair.

Premises will be free of nuisance and unhealthy conditions at start of occupancy.

The owner will act diligently and responsibly in correcting problems of his causing; also in correcting problems of students causing if proper and just compensation is received from occupants.

Tenants/Students shall allow owner or his agent right of entry for inspection and repairs at reasonable times.

Owner/Agent has the right to make unannounced inspections once a month or when he deems necessary. Will attempt to contact Tenants/Students first and come at reasonable times if possible.

Owner has the right to cancel lease and refund prorated rent for owner responsible premises non-livability and to cancel lease and not refund rental or appropriate deposits for student caused non-livability or damages, nuisances, disturbances and/or drug use as referred to above.

This is the entire agreement of the parties for the rental of the living space at _____ in the Village of Allegany. The agreement shall become in force upon acceptance of the deposit by the owner. It is agreed that the default on any of the payments by the students will result in forfeiture of any deposited monies and this agreement may become null and void at the discretion of the owner.

DATE: _____

Owner/Landlord Name and Signature _____

BonaGany Inc. Property Mgt. Signature _____

Student #1 _____ Student #2 _____

Student #3 _____ Student #4 _____

Student #5 _____ Student #6 _____

Students#7 _____ Student #8 _____

Student #9 _____

- If any Two Students are related, please circle and initial your signatures to verify so.

There will be a due process procedure for adjudicating complaints between Students, landlords, BonaGany property management and the Community. BonaGany will utilize its five-person advisory committee to handle disputes between off-campus students and their property manager/landlord. In most cases the punitive action would result in community service hours for students and tenant reimbursements by BonaGany/landlords. SBU's Code of Conduct will be used as a guide for student violations and business "best practices" for their property managers/landlords.

THIS AGREEMENT IS ENTERED INTO BETWEEN THE UNDERSIGNED TENANTS WHO DESCRIBE THEMSELVES AS FOLLOWS:

PLEASE PRINT

NAME: _____

HOME ADDRESS _____

LOCAL PHONE _____ HOME PHONE _____

SIGNATURE _____

NAME: _____

HOME ADDRESS _____

LOCAL PHONE _____ HOME PHONE _____

SIGNATURE _____

NAME: _____

HOME ADDRESS _____

LOCAL PHONE _____ HOME PHONE _____

SIGNATURE _____

NAME: _____

HOME ADDRESS _____

LOCAL PHONE _____ **HOME PHONE** _____

SIGNATURE _____

NAME: _____

HOME ADDRESS _____

LOCAL PHONE _____ **HOME PHONE** _____

SIGNATURE _____

NAME: _____

HOME ADDRESS _____

LOCAL PHONE _____ **HOME PHONE** _____

SIGNATURE _____