

Windmill Associates LLC

PO Box 48
Cazenovia, NY 13035

LEASE AGREEMENT

Lease Date :

LANDLORD:
Windmill Associates I LLC
PO Box # 48
Cazenovia, NY 13035

TENANTS :

8 Clark Street
Cazenovia, NY 13035

<u>Term</u>		<u>Rent</u>	
Start Date :	<input type="text"/>	1st Month's :	<input type="text"/>
End Date :	<input type="text"/>	Monthly :	<input type="text"/>
		Rent for the term :	<input type="text"/>

Due date of monthly rent: THE FIRST DAY OF THE MONTH

- PREMISES RENTED: 8 Clark Street, Cazenovia, NY 13035
- SECURITY DEPOSIT: **\$0.00** The security deposit shall never be used for rent. All rent must be paid in full including the last month. The security deposit is for the full and faithful performance of all the terms and conditions of this Lease. If you the Tenant fail to abide by the terms of this lease you may forfeit all or a portion of your security deposit at Windmill Associates discretion. For your protection, it will be kept in a security-deposit account at the Oneida Savings Bank in Oneida, N.Y.
- CARE OF APT: You, The Tenant **ARE REQUIRED TO OWN A VACUUM CLEANER.** You, The Tenant shall take good care of the premises. You shall repair any damage you cause to the property or hire to repair any damage you cause to the property, including damage resulting from fire or other casualty caused by an act of neglect of you or your guests.
- ALTERATIONS: You must receive written permission from Windmill Associates to make any alteration, paint or wallpaper.
- RENT: The first month's rent and security deposit must be paid before possession of the premises is taken. The rent for the term of this lease shall be which you will pay in advance in monthly installments as shown above. You, The Tenant will pay a monthly check in advance of the first day of the month. The rent check shall be received no later than the 5th day of the month to the address listed above. You may have your rental payment made via an ACH directly to Windmill Associates checking account. Checks should be made payable to WINDMILL ASSOCIATES I LLC.
- LATE RENT OR PARTIAL RENT: If the rent check is not received by the 5th day of the month You, The Tenant agree to pay an additional charge of \$15 for delaying the payment. **IT IS FURTHER AGREED THAT IF YOU MAKE PARTIAL RENT PAYMENTS OR LATE PAYMENTS OR A COMBINATION OF LATE RENT PAYMENTS AND OR PARTIAL RENT PAYMENTS THREE OR MORE TIMES DURING THE TERM OF THIS LEASE THE TERM OF THIS LEASE SHALL IMMEDIATELY BE CONVERTED TO A MONTH BY MONTH LEASE AT WINDMILL ASSOCIATES DISCRETION, OR YOU MAY BE ASKED TO VACATE THE PREMISES IMMEDIATELY.**
- AGREEMENT TO LEASE AND PAY RENT : Windmill Associates leases the premises to You, The Tenant , for the term. You, The Tenant , agree to pay the Rent and other charges as required in the Lease. .You, The Tenant, agrees to do everything required in the Lease.
- SUBLEASE : You, The Tenant may not sublease this apartment without the written permission of Windmill Associates.
- DEFAULT : If you, The Tenant , fail to pay the Rent, or any part of the Rent when it becomes due, Windmill Associates may sue you for it, or reenter the Premises, or use any legal remedy.
- UTILITIES : You, The Tenant, will pay for all utilities, including, electricity, heat, hot water, and phone. Windmill Associates will pay for the cost of garbage and recyclable pickup. Windmill Associates may at their sole discretion cease garbage and recyclable pickups with one weeks notice. If garbage pickup and or recyclable pickup is no longer a service provided at Windmill Courts there will be no adjustment in rent to adjust for the discontinued service.
- WATER : Windmill Associates currently pays for the cost of water and sewer. We intend to have an individual water meter installed in your Utility Room to measure your water usage and you agree to such installation. Payment for Water and Sewage usage will then be your responsibility. Billing will be separate and in addition to your Rent. The rate will be based upon the rates that the Village of Cazenovia charges for water and that Madison County Sewer charges for sewer use. Madison County Sewage usage is based upon your water usage. We will give you 30 days notice as to when you will be responsible for the cost of your water and sewage usage as measured by the meter installed in your apartment. It is forecast that billing for water and or sewer usage will begin in October of 2016.
- FURNITURE: No water furniture is permitted; (i.e mattresses, beds, chairs, etc). Blinds and Curtains are not provided by Windmill Associates. If your apartment has blinds or curtains they have been left behind by a prior tenant and you may dispose of them as you see fit.
- DAMAGE BY FIRE OR OTHER CASUALTY/ EMINENT DOMAIN : If the premises are partially or totally destroyed by fire or other casualty and if the premises cannot be restored to tenable condition within a reasonable time, either party shall have the right to terminate this lease by written notice to the other party. If any part of the premises is condemned by any governmental authority, then this lease shall terminate as of the date that possession is taken by the governmental authority.
- TAXES : Windmill Associates agrees to pay all property taxes to be assessed on the Premises during the Term.
- PETS: You, The Tenant are permitted to have **one cat or dog per household with written permission** from Windmill Associates. Additional rules regarding pets must be followed as outlined in the Rules and Regulations and the Pet Request Form which are considered part of this lease.
- VEHICLES: No unregistered or disabled vehicles are to be kept in the parking areas for more than a ten(10) day period of time. No vehicles are to be brought into the apartment for any reason. No motorcycles or motorbikes are to be stored in the apartment or on the front or back patio. All motor vehicles are to be parked only in the parking lot. Snowmobiles are not permitted on any part of the property unless they are stored on a trailer in the parking lot.
- END OF THE TERM: You, The Tenant , agree that at the end of the Term you will surrender the Premises in as good condition as now except for ordinary wear and damage due to time. The attached Check List or the "Check List" shown on our website under forms at "windmillcourts.com/forms " shows charges that will be made if the apartment is not left as originally rented. In addition you agree to pay to have Stanley Steemer steam clean the

Owner			
Manager			
Super			

URL :

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carpets at your expense upon departure. Such charges may be taken from your security deposit. Your security deposit will be mailed to you within ten days of the end of the Term.

18. **SUCCESSORS:** Unless otherwise stated, the Lease is binding on all parties who lawfully succeed to the rights or take the place of Windmill Associates or You, The Tenant .

19. **CHANGES:** This lease can be changed only by an agreement in writing signed by the parties to the Lease.

20. **QUIET ENJOYMENT:** Windmill Associates agrees that if You, The Tenant pays the rent and are not in default under this Lease, You, The Tenant may peaceably and quietly have, hold and enjoy the premises for the Term of this Lease. If at any time we find your conduct or that of your visitors unreasonable or obnoxious, we shall ask that such conduct cease. If after notification the conduct continues, then we shall have the right to terminate this Lease by giving you personally, or by leaving at the leased premises, a seven (7) day written notice of termination.

21. **RULES AND REGULATIONS:** You, The Tenant , agree that the most recently updated copy of the Rules and Regulations, your application, and the Checklist are also a part of this lease.

22. **LIABILITY:**The Windmill Associates is not liable for loss, expense, or damage to any person or property, unless due to Windmill Associates negligence. You, The Tenant must pay for damages suffered and money spent by Windmill Associates relating to any claim arising from any act or neglect of You, The Tenant . You, The Tenant are responsible for all acts of You, The Tenant's family, employees, guests or invitees.

23. **SUBORDINATION :** This Lease and You, The Tenant 's rights, are subject and subordinate to all present and future:(a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages or leases or Lender agreements. You, The Tenant must promptly execute any certificate(s) that Windmill Associates requests to show that this Lease is so subject and subordinate. You, The Tenant authorizes Windmill Associates to sign these certificate(s) for You, The Tenant . You, The Tenant, agree to attorn to any such mortgagee or Lender upon a foreclosure of any such mortgage.

24. **ENTRY BY Windmill Associates :** Windmill Associates, or its representative may enter the apartment at reasonable hours to: repair, inspect, or to show the apartment to prospective buyers or prospective new tenants.

25. **POSSESSION.** We shall make every effort to have your apartment ready on time, but circumstances beyond our control could cause a delay. We cannot be liable for failure to deliver possession at the time agreed upon in the application or lease. In the unlikely event this happens, no rent will be charged until you are given possession.

26. **USE AND OCCUPANCY:** You shall personally use and occupy the lease premises solely as a private dwelling for yourself and your immediate family unless the application provides otherwise. You agree that the number of occupants shall not exceed the number shown on the application. You agree that no more than **TWO** adults are to occupy this apartment.

27. **LOUD AND OR DISTURBING NOISE OR BEHAVIOR.** If You the Tenant create or allow disturbing noise or behavior to occur such noise or behavior shall be a violation of the terms and rules of this lease and at the discretion of Windmill Associates this contract may be stated by the Landlord to be in violation of this rule you the tenant shall have seven (7) days to vacate the premises. In addition, if this section is enforced, all security deposit by You the Tenant shall immediately be forfeited to Windmill Associates.

28. **LEGAL FEES.** If you the tenant violate any of the terms of this agreement and such violation results in the need of Windmill Associates to seek legal services, such legal fees billed to Windmill Associates or any of its employees or Partners shall be born by You the Tenant.

29. **ILLEGALITY:** If any part of this Lease is not legal, the rest of the Lease will be unaffected.

30. **SIGNATURES:** The parties have signed this lease as of the date at the top of page 1.

31. If information on the application for rental is false and or misleading then the term of this lease may immediately terminate at Windmill Associates discretion.

32. **CoSignor:** The Co-signer(s) guarantee the complete performance of the terms of this lease and agree to be financially responsible for the above named tenant(s).

33. **Additional consideration :**

34. **Renters Insurance :** **Renters Insurance is required.** A copy of the insurance binder showing proof of insurance needs to be provided to Windmill Associates prior to taking occupancy of the apartment. An annual updated Insurance binder must be provided upon any renewal of this contract.

If the Renters Insurance is cancelled by the Insurance Company this lease shall be deemed terminated.

Signatures: Windmill Associates _____ You, TheTenant _____

Lease : Between Windmill Associates I LLC and Lease Dated :