

O'Connor Apartments Lease Agreement

Made this _____ by and between:
with offices at 73 Cherry Rd, Ithaca, New York, (607) 257-3578 hereinafter called the "Landlord"
and
jointly and severally, hereinafter called the "Tenant" or "Tenants",

WITNESSETH:

WHEREAS the Landlord desires to rent certain premises to the Tenant, and the Tenant desires to rent certain premises from the Landlord, and

WHEREAS the Landlord and the Tenant desire to enter into a written agreement of the lease to memorialize their mutual agreement as to the terms and conditions of such lease,

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements contained herein, the Landlord and the Tenant agree as follows:

1. PREMISES RENTED:

The premises that the Landlord hereby rents to the Tenant is described as follows:

Apartment

Street Address: 216 University Ave, Ithaca, New York, 14850.

2. TERM OF LEASE:

The premises are rented by the Landlord to the Tenant for a term commencing at noon on _____ and ending at noon on _____ unless the term is ended sooner as provided elsewhere in this agreement.

3. RENT:

The total rent that the Tenants agree to pay to the Landlord for the premises, for the term, is \$ _____

This total rent is due upon execution of this lease. However, for the convenience of the Tenants, this rent shall be paid by the Tenants to the Landlord in installments as outlined in Addendum A – Payment Schedule. **Rent is always due on the first of the month regardless of lease commencement date.** Acceptance of partial payments from some Tenants does not relieve such Tenants from their liability for the entire rents or as to shares owned by other joint and several Tenants. On execution of this lease, Tenants agree to pay to the Landlord the first and last months' rent installments unless otherwise agreed in writing; said payments to be considered a reservation fee due on execution until occupancy when said payments will be considered rent due and paid.

A late charge of 5% of the overdue rent will be assessed on the second calendar day of the month if any rent installment is not received by the Landlord on or before the first calendar day of

the month. An additional 5% of the outstanding balance will be assessed if the rent remains unpaid after the fifteenth (15th) calendar day of the month. Said late charges shall become due and payable immediately upon notice, and if not so paid, may be deducted by the Landlord from the security deposit as added rent.

A charge of \$25.00 will be made by the Landlord for each check of the Tenants returned for any reason. If Tenants make payment of any rent installment in an amount less than that due, Landlord may accept same, but shall not be bound by any restrictive endorsement, or any statement, or otherwise to the effect that such payment is made in full satisfaction of the amounts then due. Notwithstanding such acceptance by the Landlord, the Landlord may avail himself of any other legal remedies he may have.

If Tenant makes any payments hereunder, and then fails to occupy the premises or fails to comply with any other term or requirement of this agreement, Landlord may keep any such payments as partial liquidated damages. Notwithstanding retention of such payments as liquidated damages, the Landlord shall have, in addition, any other rights afforded Landlord under this lease against the Tenant for breach of this lease.

In addition, if the first month's rent installment, and/or the last month's rent installment, and/or the security and damage deposit are required to be paid at the time of execution of this lease and are not paid at such time, or if such payments are to be made pursuant to an agreed upon schedule (Addendum A), and such payments are not made at the time set forth in such schedule, then the Landlord reserves the right at any time after such time by which such payments should have been made, to give Tenant(s), or any of the Tenant(s), five days written notice, by certified mail, return receipt, that if the deficiencies in these amounts are not paid in full and received by the Landlord by the end of such five day notice period, then the Landlord may rent the demised premises to others and may retain any amounts paid to that date as partial liquidated damages and, in addition, may seek to enforce any other rights the Landlord may have against the Tenant, and may, in addition, terminate the lease.

4. SECURITY AND DAMAGE DEPOSIT:

The Tenant has agreed to give the Landlord the sum of \$ _____ pursuant to *Addendum A – Payment Schedule*, for a deposit to assure that the Tenant fully performs all that is required of the Tenant under the provisions of this agreement. If the Tenant does not pay the rent or any installment of the rent or if the Tenant violates any other part of this agreement, the Landlord may use or apply part or all of this deposit to the unpaid rent or any part thereof or to any other costs or payments outstanding due to Tenant's violation. Upon notice of such use by the Landlord, the Tenant shall within two days repay to the Landlord such sums used by the Landlord from this deposit. At the end of the term, the Landlord shall pay to the Tenant the deposit (less any sums properly retained according to this agreement) after the Tenant has returned all keys and has

vacated the premises and also after the Landlord has had a reasonable opportunity (at least five business days after Tenant has vacated the premises) to inspect the premises for damage and process the deposit for return, which usually takes approximately one month after the end of the lease term. If the Tenant shall fail to comply with all of the requirements for vacating and surrendering the premises in original condition, less normal wear and tear, Tenant agrees that Landlord may deduct from this deposit an amount for labor, materials, and supplies. See 19. SURRENDER/TURNOVER COSTS & PRACTICES of this lease document for further elaboration. **Tenant specifically agrees not to apply this deposit to the payment of any rent installment.**

5. LIABILITY FOR TAXES, UTILITIES, MAINTENANCE, ETC.:

The Landlord shall pay any and all property taxes on the premises. The Tenant shall pay for all telephone and television cable fees on the premises. The following costs shall be paid by and shall be the responsibility of the party indicated below:

	LANDLORD	TENANT
a.) Water & Sewer	x	:
b.) Heat	x	:
c.) Lawn Care	x	:
d.) Electricity		x
e.) Snow & Ice Removal		x
f.) Cooking Gas		x
g.) Garbage Fee	:	x

In houses or apartments in which Tenant pays utilities directly, the Tenant(s) in whose name the utility meter(s) is listed, will provide the Landlord with a signed *Customer Request for Service Form* which will be filed with the utility company. **It is Tenant(s) responsibility to maintain gas and electric utilities, in their name, for the full term of the lease.**

Where it is the Tenants' responsibility Tenant agrees to maintain a minimum temperature of at least 59 degrees Fahrenheit, in all areas of the residence, at all times (including long break periods) to prevent damage to the building and its systems. Failure to maintain such temperature will result in the Tenants' liability for any and all resulting damage.

Where it is the Tenants' responsibility for snow and ice removal, all fines and/or costs to Landlord for non-removal will be passed through to Tenant(s) by direct invoice or subtracted from the lease security deposit. In such cases in which it is the Landlord's responsibility to remove snow and ice from the sidewalks and/or driveways, it is understood and agreed that Landlord will make a reasonable effort to do so, but given the winter conditions in Tompkins County total removal may not always be accomplished.

6. ADDRESSES:

All notices and payments to be made to the Landlord shall be made at the address set forth hereinabove; all notices to be made by the Landlord to the Tenant shall be made to the Tenant at the address of the premises rented by this agreement. Where there is more than one joint and several Tenant, notice to any one such Tenant shall be deemed and accepted as notice to all such joint and several Tenants.

7. JOINT AND SEVERAL LIABILITY FOR PERFORMANCE:

If there is more than one Tenant hereunder, each of the tenants jointly and severally agrees to pay the rent and any other charges under this agreement and to fully perform all the obligations of the Tenant hereunder. That is, each individual Tenant is responsible to pay and agrees to pay the full amount of the rent and any other charges and to perform all of the obligations of the Tenant under this agreement, even if the other Tenants or some of them fail to make such payments or fail to perform such obligations. Landlord need not notify all Tenants of the default by any one Tenant as a precedent to taking any action permitted upon Tenant's breach or default.

8. PERMITTED USE AND OCCUPANCY:

The Tenant shall use and occupy the premises only as a residential dwelling for the named Tenant(s) only. No other persons shall be permitted to live in the premises on a permanent or temporary basis, except pursuant to an assignment of lease or sublet as set forth in paragraph 9. Visits by guests are only permitted as long as such visitors' presence does not interfere with any other roommates' or Tenants' comfort and enjoyment of the premises and complies with all laws, rules, and regulations of any and all governmental agencies, departments, and bodies. Notwithstanding such provisions, the Landlord reserves the unqualified right in his sole discretion to limit or prohibit extended visits. Smoking is not permitted. A charge will be assessed for extra refrigerators brought in by the tenant, air conditioners, space heaters. The charge will be \$25.00 per appliance per month.

9. ASSIGNMENT & SUBLEASING:

The Tenant may not transfer any of its rights under this lease to any other person or entity without the prior written approval and permission of the Landlord. Said approval and permission of the Landlord shall be in the sole and absolute discretion of the Landlord. Said approval and permission will not be unreasonably withheld. Tenant(s) agrees to provide Landlord with SUBLET INFORMATION AND AGREEMENT FORM, such document to be approved by, and

filed with, the Landlord. All deposits made by the original Tenant(s) will remain on deposit with the Landlord until the end of the lease term.

10. DELAYS IN VACATING; DAMAGES:

The Tenant will be responsible for and agrees to pay to the Landlord all costs incurred by the Landlord due to any delays by the Tenant, or any of the Tenants, in vacating the premises at the end of the term of the lease, including, but not limited to attorney's fees and court costs.

Notwithstanding such provision, the Tenant agrees not to remain in the premises after the end of the term of the lease without the written approval of the Landlord. The Tenant agrees that for each day that the Tenant, or any of the Tenants, stays in the premises after the term of the lease has expired, a charge of twice the prorated daily rent under the lease will be made, and the Tenant agrees to pay same. In addition, the Tenant agrees to pay any and all charges for housing the new Tenant(s) for the premises, during such time as the Tenants (or any Tenant) hold over beyond the original lease term.

Notwithstanding anything to the contrary contained in this section, the Landlord may accept any and all payments from the Tenant after the end of the lease term, and no new lease term will thereby be created. No new lease term may be created, except by written instrument signed by the Tenant and the Landlord. Any such payments received shall be applied to any and all charges permitted under this lease.

11. DAMAGE TO PREMISES:

If the premises are partly damaged by fire or otherwise, repairs shall be made by the Landlord as speedily as possible and without lapse or reduction of rent due and payable. However, if the premises are destroyed or so much damaged by fire or any other cause without any fault of the Tenant or his visitors, invitees, or licensees, as to render the premises unusable in the joint opinion of the Landlord and the Tenant, then the Landlord, at its option, may either a.) forgive payment of the proportionate part of the rent due from the date of such damage to the date the premises are once again tenantable, or, in the alternative b.) may elect to terminate this lease by giving the Tenant five (5) days written notice thereof, in which case the lease shall terminate on the said fifth day and the Tenant shall surrender the premises on or before that day, and any future rent installments together with any unused portion of the security and damage deposit shall be refunded to the Tenant prorata to the date of such destruction or damage. No claim for compensation will be made by the Tenant against the Landlord for any part of the improvement in which the premises are a part at any time.

12. COMPLIANCE WITH LAW:

The Tenant agrees to comply with and to abide by all laws, ordinances, regulations, etc. of any and all governmental authorities, which may affect the premises.

13. OPEN FIRES/COMBUSTIBLE MATERIALS PROHIBITED:

The Tenant agrees not to store any highly combustible materials nor permit any open fires on the premises.

14. PERSONAL PROPERTY LIABILITY:

The Landlord shall not be liable nor responsible for any loss or damage to the personal property of the Tenant, his visitors, invitees, or licensees from whatever cause, excluding Landlord negligence. **The Tenant(s) is strongly urged to obtain personal insurance protection.**

15. INDEMNIFICATION, HOLD HARMLESS, DEFEND:

The Tenant agrees to defend, indemnify, and save harmless the Landlord from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims and or judgments arising from injury to persons or to property, **occasioned wholly or in part by any act or omission of the Tenant, his invitees, visitors, employees, licensees, or agents.** This provision means that the Tenant shall pay all attorney's fees and other costs to defend against any such claim or lawsuit and in the case the Landlord has to pay any judgment, settlement, or any other costs, the Tenant shall immediately pay to the Landlord the full amount of such judgment, settlement, etc.

16. ACCESS TO PREMISES:

The Landlord, its agent, and its invitees shall be permitted to enter the demised premises for inspection, repairs, giving of notices, emergencies, and future leasing and sale, at reasonable hours, whether or not the Tenant is present. The Landlord shall, however, make an effort to notify the Tenant before showing the premises to other prospective Tenants.

17. BREACH OF LEASE BY TENANT:

If the Tenant fails to make any payment of rent or part thereof within five (5) days of the date it was due, or if the Tenant, or any one of the Tenants, if more than one, does not abide by or comply with any other part of this agreement, and if the Tenant does not correct the violation or comply within two (2) days after notice by the Landlord, or if a petition in bankruptcy is filed by or against the Tenant or any one of the individual tenants if more than one, or if any Tenant makes a general assignment for the benefit of creditors, then the Landlord may at its option end this lease

on three (3) days written notice to the Tenant, after which three days this lease agreement shall automatically terminate and the Landlord may immediately re-enter and repossess the premises without further notice to the Tenant. The Tenant agrees in such case to vacate the premises at the end of said three-day period. The Tenant hereby authorizes any and all eviction proceedings by the Landlord against him without notice if the premises are not vacated by the end of said three-day period. Even though the lease has thus been ended, the Tenant shall remain liable to the Landlord for the total rent set forth in this agreement. However, the Landlord shall have the right to re-rent the premises to other tenants for whatever term and rent which to the Landlord seem reasonable. If the premises are so re-rented, the rent collected for the unused part of the term of this lease shall be used first for expenses of the Landlord in re-entering, repossessing, and re-renting the premises, and any surplus or deficiency remaining to be subtracted from or added to the amounts owed by the Tenant to the Landlord under this agreement.

18. WHOLE AGREEMENT:

This agreement is the whole, entire, and final agreement with respect to the lease of the subject premises and nothing said by the Landlord or the Tenant either before or after execution of this lease is or will be binding on either party. Any and all changes to this lease must be written and signed by both the Landlord and the Tenant to be valid and binding.

The Landlord may, from time to time, issue memoranda to advise Tenants of policy, procedure, and/or rule additions or changes to facilitate more comfortable or efficient residency. Tenants will be required to accept these memoranda as extensions of the lease document.

19. SURRENDER/TURNOVER COSTS & PRACTICES:

The Tenant will give up to the Landlord the premises, its appurtenances and appliances, and any other personal property belonging to the Landlord at the termination of this lease by lapse of time or otherwise, in as good condition as when taken, excepting only ordinary wear arising from proper usage.

If the premises require additional cleaning after the Tenant(s) has moved out of and cleaned the premises, the Landlord will, at his discretion have the apartment cleaned to prepare it for the next Tenant. Landlord will deduct from Tenant's security deposit other charges at the rate of \$35.00 per hour. Landlord may further deduct from Tenant's security deposit other charges as may be necessary including, but not limited to, the cost of shampooing the carpets and sofas, and painting. If the unit and/or its finishes and furnishings require cleaning, deodorizing, painting, or replacement due to smoke smell, soot, and/or smoke film, all such costs will be passed through to Tenant(s) by deduction from Tenant(s) security deposit and/or direct invoice. Painting will be charged at the rate of \$35.00 per hour, plus materials and supplies.

20. REPAIRS:

The Tenant shall pay for all repairs to the demised premises and/or for repair or replacement of its fixtures, appliances, furnishings, and appurtenances, whenever such repairs are necessitated by damage which results from any act or omission, misuse, or neglect of the Tenant, his invitees, licensees, or visitors. Tenant shall also pay for all repairs required as a result of any burglary that is not reported to the police within 24 hours of the time that the Tenant gains knowledge that a burglary has occurred.

The Tenant agrees that the fair and reasonable cost of such repair or replacement shall be determined by statements rendered by the Landlord to the Tenant for sums actually expended by the Landlord plus a 10% handling fee, or, in the alternative, a statement rendered by the Landlord for the estimated or anticipated cost of such repair, plus 10% handling fee, if the damage is ascertained by the Landlord before the end of the lease term. The sum so determined shall be paid by the Tenant to the Landlord upon demand therefore. The Landlord shall pay for all other repairs to the property.

21. KEYS & LOCKS:

Tenant shall not change locks or lock cylinders on doors, nor shall Tenant install new or additional locks on the premises. Tenants will receive all original keys from the Landlord **and will not make additional duplicate keys**. The Tenant will be charged \$15, **non-refundable**, for each original or replacement or additional key which is not returned to the Landlord at the end of the lease term. If a key or keys are not returned at the end of the lease term, Landlord has the additional right to change the lock or locks on the premises, and make new keys at the Tenant(s) expense, plus 10% administrative charge.

Tenant must give the Landlord as least two days notice of Tenants' intention to pick up keys at the commencement of the lease term. The Landlord will, after the two day notice, make such number of keys requested available to the Tenants- if the requested number are on hand, at a time mutually acceptable to both parties. All contractual financial obligations must have been met by all Tenants on the lease before any keys will be distributed.

Merely leaving keys with the Landlord at the end of the term does not, by itself, constitute surrender and vacating of the premises.

22. RULES AND REGULATIONS:

The Tenant for himself and for other persons in the demised premises with his consent, agrees to comply fully with the following rules and regulations:

a.) The Tenant shall not make nor permit any disturbing noises in or about the premises by himself or others, nor do or permit anything by such persons that will interfere with the rights, comforts, or others, nor do or permit anything by such persons that will interfere with the rights,

comforts, or convenience of neighbors. The Tenant shall not operate any mechanical device including, but not limited to, radios, televisions, stereo systems, etc. at any time at a volume which is disturbing or annoying to others. No pianos, drums, or other musical instruments shall be played in the premises, except as specifically approved by the Landlord.

b.) No animals, birds, or pets of any kind shall be taken in or kept in or about the premises. If this clause is breached the Landlord may insist on permanent removal of the animal(s) and charge the Tenant for any extermination services, carpet or furniture cleaning or replacement, and/or any and all costs related to the existence of such animal(s). In addition, the Landlord may pursue all legal options available to him. The decision of the necessity for such actions and resultant costs are in the sole discretion of the Landlord.

c.) The Tenant shall not tamper with, or attempt to disconnect or override, heat or smoke detection, or any other life-safety devices in, on, or about the premises. The Tenant shall not make any changes in, or connection to, the plumbing, heating, electrical, telephone, or television cable system. The Tenant shall not use electrical extension cords to expand electrical outlets or sockets. Surge protectors are allowed.

d.) Garbage is to be wrapped and placed in covered garbage cans in compliance with all municipal requirements. Tenant(s) must remove all garbage and refuse and place in refuse cans in specified areas. Tenant(s) will provide plastic containers in each kitchen of rental unit; garbage in paper bags will not be left on floors. During vacation or intercession or any other period when garbage and trash has been allowed to accumulate and has not been disposed of, Landlord may inspect premises and remove garbage or refuse at Tenant(s) expense. Such expense to be calculated at \$50.00 per bag or equivalent mass, to include the cost of labor, truck charge, and dump fees.

Garbage is to be separated into recyclable and non-recyclable containers or as otherwise required by the municipality. Failure to comply will result in fines as determined by the municipality's law. Any fines levied on Landlord due to Tenant failure to comply will be chargeable to Tenant and shall be payable immediately. Landlord may deduct same from Tenants' security deposit. Recyclables are to be placed at the street curb according to a schedule or directions set forth by the Landlord. Empty bins are to be returned to the apartments according to Landlord's schedule or directions. Tenant is advised that if the municipality institutes specific fees for garbage and trash pick-up, Tenant will pay such fees. If collection of fees is difficult to portion among individual Tenants (including those of other premises) each Tenant agrees to pay a prorata share. Landlord will remove garbage and collect cans upon Tenant(s) failure to do so and cost of same will be deducted from security deposit. Tenant(s) shall be liable for the cost of pest or vermin control caused by Tenant. Premises must be kept clean and free of vermin.

Garbage collection fees and/or any costs to the Landlord related to solid waste or recycling can be additionally charged to Tenant. Tenant(s) agree to make payment of such garbage/trash fee pursuant to Addendum A – Payment Schedule or upon receipt of invoice.

e.) Grease, oils, coffee grounds, fibrous materials, sanitary products, refuse and rubbish of any kind, and caustic substances (*Drano, Liquid Plumber, etc*), must not be flushed down toilets or drains. Tenant(s) agrees to be liable for damage to drains, pipes or sewer lines caused by his invitees or licensees. Tenant is responsible for plunging his own toilet if it becomes clogged and for notifying Landlord if plunging does not correct the problem.

f.) No radio or television wires or aerials shall be installed on the roof or exterior walls of the building.

g.) The Tenant shall make no changes or alterations, decorations, structural changes, or additions to or in said premises, and shall not make any attachments to the walls, windows, ceilings, or facilities by any means other than thin nails, push pins, or thumb tacks. **Use of adhesives is prohibited.**

h.) No refuse, furnishings, personal effects, or unsightly or hazardous items of any kind shall be placed on the exterior of the premises or on the windows, porches, balconies, or other exterior structure pertaining to the premises. The Tenant shall neither place nor permit any object or person, animal, or other thing on the fire escapes. Fire escapes, if any, shall be used only for egress in the case of emergency.

i.) The Tenant shall keep the premises in a clean and sanitary condition, and shall return the premises at the end of the lease term in a clean and sanitary condition.

j.) Cars and other vehicles shall not be parked on the lawn or any other place not specifically designated for parking. Mechanical work on motor vehicles and washing of same is prohibited.

k.) At properties where parking is provided, parking is neither guaranteed in front of one's unit, nor elsewhere. Parking is allowed only in designated areas and a vehicle found in any other area is subject to towing at owner's expense, without notice.

There must be fire fighting equipment access to the buildings at all times.

l.) The Tenant(s) shall notify the Fire Department at 911 immediately if a fire is detected. Also notify the Landlord at 257-3578 as soon as is practicable.

m.) The Tenant(s) will test all smoke detectors on a monthly basis. It is Tenant responsibility to report all non-working smoke detectors to the Landlord.

n.) Tenant(s) will notify Landlord of conditions requiring repairs. Tenant(s) will be liable for cost of repairs as necessitated by damage caused by failure to report these needed repairs to the Landlord.

23. SUCCESSORS:

Unless otherwise stated, in this agreement, this lease shall be binding upon all who succeed to the rights or take the place of the Landlord or the Tenant.

24. SUBORDINATION OF LEASE:

This lease shall be fully subordinate to the mortgage or any ground lease covering the demised premises and/or any future mortgage or ground lease and shall not require the lender to grant a right of non-disturbance as a condition for subordination of the lease without the express written consent of the lender. Tenant agrees to execute any and all documents to effectuate the provisions of this paragraph within two days of request.

25. QUIET ENJOYMENT:

The Landlord agrees that so long as the Tenant fully performs all the obligations required of him hereunder, then the Tenant may peaceably and quietly have, hold, and enjoy the premises for the term of this lease agreement. "Quiet Enjoyment" does not mean that the neighbors will not make noise or otherwise disturb you. It does mean that your use and occupancy will not be interfered with by others claiming the right to use and possess the premises during the term of the lease, so long as you are not in default.

26. COMMENCEMENT OF TERM:

If through circumstances beyond the Landlord's control, the Landlord is unable to give Tenant possession of the premises on the date set as the commencement date of the term, the Landlord shall not be liable for any damages to the Tenant and this lease shall continue in full force and effect and possession of the premises will be given as soon as reasonable convenient to the Landlord. Notwithstanding such delay, the term of the lease will nonetheless end as previously stated. In case of such delay, however, the Landlord will allow the Tenant a prorata abatement of rent.

If at the commencement of the term of the lease, there remains painting or minor repairs still to be completed, the Landlord may give the Tenants possession and will complete such painting and minor repairs when convenient to the Landlord. There will be no abatement or diminution of rent in such case.

27. STORAGE: PERSONAL PROPERTY LEFT ON PREMISES:

All personal property placed in storage on the premises shall be clearly marked with Tenant's name. The Tenant assumes all risk of loss of any such personal property stored anywhere in the demised premises or its immediate vicinity. Any such personal property not so marked with the

Tenant's name or left in storage after termination of this lease, shall be deemed trash, and the Landlord may dispose of same as he sees fit without further notice or obligation to the Tenant.

Any personal property brought onto the premises which shall not have been removed at the termination of this lease, shall be deemed to be abandoned property and may either be retained by the Landlord as its property, or may be disposed of by the Landlord in any manner the Landlord deems appropriate.

28. VENUE OF ACTIONS:

The parties to this lease agree that any action or judicial proceeding involving or arising from this lease may be brought only in the courts of the County of Tompkins, State of New York. The parties further agree that no other venue is proper. If either party brings any action or judicial proceeding involving or arising from this lease in any court other than a court in Tompkins County, New York, the other party shall be entitled to dismissal of such matter from such other court and/or removal to a court of competent jurisdiction in Tompkins County, New York. In such cases, the party who initially brought any action or judicial proceeding involving or arising from this lease in any court other than those in Tompkins County, New York, shall pay to the other party all legal costs, including, but not limited to attorneys fees, filing fees, service fees, and disbursements, incurred in having such action for judicial proceedings dismissed or removed.

29. ATTORNEYS' FEES, OTHER FEES:

If any lawsuit, action, or other proceeding is brought under this agreement or to establish the rights, duties, obligations, or liabilities of any party to this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and legal costs and disbursements. Any attorneys' fee, legal costs and disbursements incurred by the Landlord in seeking legal assistance to secure monies due or to become due, such as rents or charges for damages, or any other charges hereunder, will be chargeable to the Tenant and may be deducted from any deposits or other monies of the Tenant held by the Landlord to the extent such monies are available. Tenant further agrees to be liable for any fines or penalties for violation of applicable law and municipal codes, ordinances, and regulations, when such violations are attributable to Tenants or their guests.

30. DISPUTE RESOLUTION:

If any lawsuit, action, or other proceeding is brought under this agreement or to establish the rights, duties, obligations, or liabilities of any party to this agreement, the Landlord and the Tenant hereby absolutely and irrevocably waive their rights to trial of any and all issues by jury, and agree instead to submit to the judgment and decision of the presiding judge or justice.

Addenda Attached to this Agreement:

Addendum A – Payment Schedule

Addendum B – Shared Living Terms and Conditions

Addendum C – Lead Based Paint Disclosure

Addendum ____ - _____

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS
ON THE DATE FIRST ABOVE WRITTEN.

AGENT for the LANDLORD

TENANT(s)

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