

LEASE AGREEMENT

Landlord leases to Tenant and Tenant leases from Landlord the Property for the Initial Lease Term as noted in accordance with Schedule of Incorporated Terms below and with this Lease Agreement (the "Lease") and Tenant agrees to pay the Annual Rent in two (2) equal payments on or before the commencement of each college semester.

Schedule of Incorporated Terms. The following schedule ("Schedule of Incorporated Terms") sets forth the basic terms of this Lease. Unless otherwise defined each term below has the meaning given to it in this Schedule of Incorporated Terms, and such meaning applies in each instance where such term appears in the body of the Lease.

SCHEDULED OF INCORPORATED TERMS:

Date of Lease:	_____, ___, 20__
Landlord:	SAP Properties LLC 530 Maple Drive Fayetteville, NY 13066 Tel: (315) 727-2497 Email: stevefcd@verizon.net
First Day of Lease Term:	August 15, 20__
Last Day of Lease Term:	May 15, 20, __
Property Address:	38 Owego Street-Apt.#1, Cortland, NY 13045
(check applicable property)	38 Owego Street- Apt.#2, Cortland, NY 13045
	38 Owego Street- Apt.#3, Cortland, NY 13045
	38 Owego Street- Apt.#4, Cortland, NY 13045
	38 Owego Street- Apt.#5, Cortland, NY 13045
	38 Owego Street- Apt.#6, Cortland, NY 13045
	38 Owego Street- Apt.#7, Cortland, NY 13045
	42 Owego Street- 1 st Floor, Cortland, NY 13045
	42 Owego Street- 2 nd Floor, Cortland, NY 13045
Total Annual Rent:	\$ _____
Total Amount of Each Installment:	\$ _____
First Semester Installment Per Tenant:	\$ _____ due on or before August 1, 20__
Second Semester Installment Per Tenant:	\$ _____ due on or before December 1, 20__
Security Deposit Per Tenant:	\$400.00 due on or before August 1, 20__
Tenant:	The following individuals, jointly and severally, are defined as Tenant.
Name	Address
1.	
2.	
3.	
4.	
5.	
6.	

1. Use and Occupants. The Premises shall be used exclusively as a place of residence and for no other purpose and shall only be occupied by Tenant.

2. Failure to give possession. Landlord shall not be liable for failure to give Tenant possession of the Premises on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. In that case rent shall be payable when possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent. The total amount of Annual Rent is due and payable when the Lease is fully executed by all parties. Payment of rent in installments for Spring and Fall Semesters is for Tenant's convenience only. Rent is payable to Landlord and shall be mailed directly to Landlord's address noted in the Schedule of Incorporated Terms. Rent must be paid in full no amount subtracted from it. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent" and Landlord reserves the right to pursue collection thereof by any lawful means and methods.

4. Notices. Any bill, statement or notice must be in writing and personally delivered or mailed to the Tenant at the Premises and to the Landlord at the address as stated in the Schedule of Incorporated Terms, by certified mail return or by overnight delivery by a nationally recognized delivery service such as FedEx or UPS. Landlord must send Tenant written notice if Landlord changes the address for Notices.

5. Security Deposit. Tenant has given a Security Deposit to Landlord in the amount stated in the Schedule of Incorporated Terms. If Tenant fully complies with all the terms of this Lease, Landlord will return the security after the Term ends in accordance the applicable provisions of NY GOL §7-108. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security Deposit to pay amounts owed by Tenant, including but not limited to physical damage beyond ordinary wear and tear, rent, utility charges, moving or storage of personal belongs. If Landlord sells the Premises, Landlord may give the Security to the buyer. Tenant will look only to the buyer for the return of the Security.

6. Utilities and services. Landlord is responsible for supplying the following utilities at its sole cost and expense: electric, gas, water, lawn care, snow and garbage removal. Tenant shall dispose of all garbage in designated containers provided by Landlord and shall observe and comply with any and all local recycling rules and regulations. Tenant is responsible for supplying the following utilities at its sole cost and expense: telephone, light bulbs, cable TV and internet service. Tenant shall not install, cause to be installed, or permit the installation of any satellite dish, or similar antenna or device designed to receive direct broadcast satellite service, including direct-to-home satellite service, in or on any portion of the Premises without Landlord's prior written consent.

7. Furnishings. If the Premises are furnished, the furniture and other furnishings are accepted "as is." If an inventory is supplied each party shall have a signed copy.

8. Repairs, alterations.

(a) Landlord shall maintain, repair and/or replace, if necessary, in Landlord's sole discretion the plumbing, heating, cooling, electrical systems, and the exterior walls and roof of the Premises. However, Tenant shall be obligated for the costs of such repairs, replacements, and related services if the need for such repairs, replacements, and related services results from the negligence or misuse by Tenant, other residents of the Premises, or Tenant's agents, servants, employees, or invitees. Tenant agrees to promptly notify Landlord of any condition which is the obligation of Owner to repair or replace.

(b) Except as provided in (a) above, Tenant agrees to maintain the Premises in the same condition, order and repair as existed at the commencement of the Lease, including the end of the Term and return the Premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements. If Tenant

defaults, Landlord has the right to make repairs and charge Tenant the cost. The cost will be added rent. Tenant must not alter, decorate, change or add to the Premises. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, window treatments, light fixtures, appliances, or other improvements to the Premises, in excess of ordinary wear and tear, shall be promptly repaired or replaced by Tenant, at Tenant's sole expense, so as to restore the Premises to the same condition as existed prior to the commencement of the Term. Tenant shall furnish electric light bulbs at Tenant's expense. If the Premises is part of a multi-unit building, Tenant shall also be liable to Landlord for the cost of any repairs or replacements to the building if the need for such repairs or replacements results from the negligence or misuse of the building by Tenant, or Tenant's agents, servants, employees, or invitees.

9. Space "as is". Tenant has been offered the opportunity to inspect the Premises after the Lease was fully executed and before Tenant's occupancy commenced, in the presence of Landlord, its agents or representatives. Tenant acknowledges that the Premises is in good order and repair and takes the Premises "as is".

10. Care of Premises, grounds, parking. Tenant shall keep the grounds neat and clean. vehicles may be driven or parked only in designated driveways or parking areas. Absolutely no parking is permitted on the grass or lawn areas. Guests must find alternative parking, or their vehicles are subject to being towed. Tenant assumes all responsibility for their vehicles, including damage caused by vandalism, act of God.

11. Fire, damage. Tenant must give Landlord immediate notice in case of fire or other damage to the Premises. Landlord will have the right to repair the damage within a reasonable time or cancel this Lease. If Landlord repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the Premises become usable. Landlord may cancel the Lease by giving Tenant 3 days' written notice. The Term shall be over at the end of the third day and all rent shall be paid to the date of the damage.

12. Risk of Loss and Renter's Insurance.

(a) Landlord is not liable for loss, expense or damage to any person or property unless it is due to Landlord's intentional misconduct or gross negligence. All personal property placed in the Premises or any other part of the building shall be at the risk of Tenant or the owner of such property. Landlord shall not be liable for any loss or damage to such personal property or for any injury to Tenant arising from accidental water damage from causes including but not limited to breakages or leaks in any pipes in the Premises or Building, regardless of who owns, installs, or maintains them

(b) Landlord does not maintain insurance to cover personal property of Tenant or personal injury to Tenant, their guests or occupants. Tenant is required to obtain rental insurance in the amount of \$300,000 general public liability and \$50,000 property damage from whatever cause to his person or property and to the person or property of those on the Premises with his consent, and Tenant shall indemnify and hold all other parties harmless, including Landlord, from all claims arising from any such injury or damage throughout the term of the tenancy. Tenant is responsible to obtain insurance within seven (7) days of taking possession of the Premises.

13. Landlord's consent. If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because consent was not given.

14. Assignment, sublet. Tenant may not sublet all or part of the Premises or assign this Lease or permit any other person to use the Premises.

15. Landlord may enter, keys, signs. Landlord may at reasonable times, enter the Premises to examine, to make repairs or alterations, and to show it to possible buyers,

lenders or tenants. Tenant must give to Landlord keys to all locks. Locks may not be changed, or additional locks installed without Landlord's consent. Doors must always be locked. Windows must be locked when Tenant is out. Landlord may place the usual "For Rent" or "For Sale" signs upon the Premises.

16. Subordination. This Lease and Tenant's rights are subject and subordinate to all present and future (a) leases for the Premises or the land on which it stands, (b) mortgages on the leases or on the Premises or on the land, (c) agreements securing money paid or to be paid by the lender, under mortgages, and (d) terms, conditions, renewals, changes of any kind in and extensions of the mortgages or leases or Lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is subject and subordinate.

17. Condemnation. If all the Premises is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, Landlord may cancel this Lease on notice to Tenant setting forth a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Premises to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant might have to any part of the award and shall make no claim for the value of the remaining part of the Term.

18. Compliance with authorities. Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners' associations, insurance carriers or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does Tenant must pay the increase as added rent.

19. Tenant's defaults and Landlord's remedies.

A. Landlord may give 5 days' written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Premises, or allowing another to use the Premises.
3. Improper conduct by Tenant or other occupant of the Premises.
4. Failure to fully perform my other term in the Lease.

B. If Tenant fails to correct the defaults in section A within the 5 days, with exception of failure to pay rent, Landlord may cancel the Lease by giving Tenant a written 3-day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:

1. Enter the Premises and remove Tenant and any person or property;
2. Use dispossess, eviction or other lawsuit method to take back the Premises.

D. If the Lease is ended or Landlord takes back the Premises, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Premises and anything in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees,

attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Premises after possession is given to the Landlord by a court.

20. Correcting tenant's default. If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. The sum Tenant must repay to Landlord will be added rent.

21. Waiver of jury, counterclaim, set off. Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Premises, Tenant shall not have the right to make a counterclaim or set off.

22. Written instructions. Landlord has given or may give written instructions about the care and use of the appliances, equipment and other personal property on the Premises. Tenant must obey the instructions.

23. Landlord unable to perform. If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligations affected.

24. Illegality. If any part of this Lease is not legal, the rest of the Lease will be unaffected.

25. No waiver. Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms later.

26. Quiet enjoyment. Landlord agrees that if Tenant pays the rent and is not in default under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease.

27. Joint and Several Liability. It is expressly understood by and between the Tenants identified in the Schedule of Incorporated Terms that each Tenant assumes, as a joint and several obligations, performance of all obligation under the Lease, including payment of the total rent due upon the Premises.

28. Representations, changes in Lease. Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. Paragraph headings. The Paragraph headings are for convenience only.

30. Effective date. This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

31. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, by electronic mail in "portable document format" ("PDF") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of an for all purposes.

The parties have hereunto set their hands as of the day and year first above written.

SAMPLE

Landlord

Tenant

Tenant

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