

LEASE CHAUTAUQUA COTTAGES
6311 and 6313 South Drive
Dewittville, NY 14728

Unit: Boathouse [] Rancher [] Dates: _____ 3:00PM _____ 12:00PM /2016

Initial Payment 60% of total: _____ Date due _____ /2016
40% of total: _____ Date due: _____ /2016 (due 15 days before arrival)

\$300.00 Security Deposit and County Bed Tax (5% of rent amount): _____ Date due: _____ /2016

Lease is subject to the following terms and conditions:

1. **OCCUPANCY:** Limit of _____ people sleeping in rental unit or using laundry facility, outside shower, or any other shared common area.
2. **PETS:** Pets are welcome. Pet-owners are responsible for pet clean-up promptly. A pet security deposit may be required at the discretion of Owner/Landlord.
3. **UTILITIES:** Utilities are included in the rental.
4. **END OR TERM:** On expiration of this lease, the tenant will leave the premises. Tenant accepts responsibility for leaving the premises clean and orderly similar to condition when tenant entered the premises. Trash & recyclables must be separated & removed, floors broom-clean, Carpets vacuumed, kitchen/bath wiped down, and dishware cleaned.
5. **ACCEPTANCE:** This lease is subject to the approval of the LANDLORD upon receipt of payment of rent in advance & photo ID's of tenants.
6. **DEFAULT:** If any rent is unpaid, as scheduled above, this lease will be in default and subject to cancellation. Breach of this contract places this lease in default.
7. **PAYMENT OF RENT:** TENANT understands that all payments made are "rent in advance" and not deposits.
8. **NO SUBLETTING:** The TENANT shall not sublet the premises without written consent of the LANDLORD.
9. **CANCELLATION:** If the TENANT wishes to cancel this lease, such request must be made in writing. This contract shall be terminated only after a replacement tenant is secured without loss to LANDLORD or with permission of LANDLORD. A cancellation fee of 10% of the total rent paid, not to exceed \$100.00, will be deducted.
10. **SIGHT UNSEEN RENTALS:** It is strongly recommended that anyone signing a lease personally inspect the property beforehand. If TENANT elects to waive inspection of property, then TENANT agrees to accept the property in "as is" condition and waives any and all claims against the condition of the property.
11. **NO LIABILITY:** LANDLORD shall not be liable for injury or damage to TENANT or any person who uses or is on the premises, or be liable for damage to their property, unless it results from LANDLORD's gross negligence. TENANT is responsible for all acts of TENANT's family, employees, and persons TENANT invites onto the premises.
12. **PEACEFUL ENJOYMENT:** The LANDLORD agrees that the TENANT, upon paying all rent and performing all conditions of this lease, may peaceably, lawfully, and quietly have, hold and enjoy the leased premises for the term of this lease. Unlawful acts or disturbance of the peace resulting in police action are grounds to terminate this lease. The LANDLORD or his agent reserves the right to show the property for sale or rent at reasonable hours. LANDLORD is responsible for any approvals, licenses and permits required.
13. **SECURITY DEPOSIT:** For leases of less than 60 days, the security deposit will be held by the LANDLORD. For leases of 60 days or more, the security deposit will be placed by the LANDLORD into an interest-bearing account to accrue interest in favor of the TENANT in accordance with New York Statute regarding security deposits.

Within 30 days after the end of the lease, the LANDLORD will return the security deposit directly to the TENANT. The LANDLORD may deduct the cost of any damages or cost to replace any missing items or costs of cleaning if end of term requirements are not met. LANDLORD must provide TENANT with an itemized list of these deductions. TENANT hereby agrees to replace and/or repair any damage from this security deposit and will be responsible for damages in excess of the security deposit amount. Tenants with security deposits held in interest-bearing accounts must be notified by LANDLORD within 30 days of receipt of the name, address, and account number of the banking institutions where deposited.
14. **ADDITIONAL CONDITIONS:** Arrival time should be in at 3:00 PM and departure time out by 12:00 PM.

Signatures:

Tenant(s)

Charles D. Coyle/Kathleen R. Belko (Landlord)

Balance: _____

Received on: _____ /2016