

# Lease

## Schickel Rentals LLC

301 Boiceville Rd. Brooktondale NY 14817

BoicevilleCotttages.com

hello@boicevillecotttages.com

Tel: 607-227-4791 || Fax: 607-844-3176

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THIS LEASE AGREEMENT, between Schickel Rentals LLC, as Landlord, and \_\_\_\_\_, as Tenant.

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### WITNESSETH:

The Landlord hereby leases to the Tenant the following premises:

**(If the cottage # is TBD (To Be Determined) Schickel Rentals reserves the right to upgrade you to a bigger size cottage if, the size of cottage noted below is not available. The rent would be unchanged)**

#\_\_\_\_ Boiceville Rd., Brooktondale, NY 14817, \_\_\_\_\_  
for the term commencing on the day of \_\_\_\_\_ and to  
end at midnight the day of \_\_\_\_\_ (Total Months: 12) to be used  
and occupied as a dwelling unit only, subject to the following terms and conditions:

1. Rent. The Tenant agrees to pay rent to the Landlord in the amount of \$\_\_\_\_\_ for the full term of the lease. Rent is payable in advance, in one month installments on the first day of the month in the amount of \$\_\_\_\_\_. (First month's rent must be paid one month before the start of lease.)
2. Last month's rent of \$\_\_\_\_\_ is required to be paid seven days before the start of the lease.
3. Security / Damage deposit equal to one month's rent is required. With \$500.00 to be paid at the signing of the lease and the balance \$\_\_\_\_\_ due seven days before the start of the lease.
4. Late Payment: All payments received after the third day of the month are subject to a late fee of \$30.00. A fee of \$30.00 is charged for all returned checks.

5. Maintenance and Condition of Premises. Tenant will take good care of the premises and will at the end or other expiration of the term deliver up the premises in good order and condition.
6. Without in any way limiting the general obligation expressed above, it is agreed:
  - a. Tenant accepts the premises in their present condition and Landlord will not be obligated to make any changes thereto or future repairs except major structural repairs necessary to keep the premises in a habitable condition and not caused by Tenant's neglect or violation of this Lease. Insofar as possible, all work or repairs on the premises will be performed by the persons or companies as contained in any directions or lists given by the Landlord to the Tenant.
  - b. Tenant will notify Landlord or his duly authorized agents whenever major repairs are required.
  - c. Tenant will keep the kitchen stove periodically cleaned and will not cause any grease or debris to accumulate thereon.
  - d. Tenant agrees to keep all appliances, furnishings and equipment belonging to Landlord in good repair and to leave the same in as good condition as when taken, reasonable use and wear thereof excepted.
  - e. Tenant agrees to keep their sidewalk free of snow and ice
  - f. Tenant agrees to place all household garbage and trash in the dumpster provide by the landlord
  - g. Tenant agrees to place all recyclables properly in the containers provided by the landlord
  - h. Tenant agrees to no smoking in the house
  - i. Tenant agrees to maintain the homes thermostat / temperature at a minimum of 55 F at all times in the cold months of December, January, February and March.
  - j. Tenant agrees to set the electric baseboard heaters at the low setting when leaving the home for more than a 3 days' period in the cold months of December, January, February and March.
  - k. Tenant can have a maximum of three pets unless approved by landlord. When outdoors, all dogs and cats must be on-leash at all times unless in the designated dog parks.
  - l. Tenant shall be solely responsible for any and all damages caused because of any act of Tenant's pet(s) regardless of fault. Tenant agrees to save and hold the Landlord harmless from any liability whatsoever for injuries to persons, their pets, others pets , or property and for other damages, claims, causes of action or expenses including reasonable attorney's fees caused by an act of Tenant's pet(s).

- m. Tenant agrees to abide by all applicable government regulations and laws in the use of the premises and also to abide by any regulations and rules made by the Landlord for the purpose of preserving the condition of said premises.
7. Payment of Utilities. Tenant agrees to have the Electric and Gas keep in their name from the first day of the lease to midnight on the last day of the lease. Tenant agrees to pay for all cost of utilities including heat, gas and electric, as well as telephone and T.V. cable charges, if any. (Call NYSEG one week before move-in to schedule. Tel: 800-572-1111.)
  8. Liability of Tenant. Tenant will be liable for the full amount of any damages caused to the leased premises because of any act or fault of Tenant, his or her family, agents, employees, guests, visitors or invitees, pets or caused by any violation of this Lease by Tenant. Tenant agrees to save and hold harmless Landlord from any liability for injuries to persons or property and for other damages or expenses caused by the negligence or act of Tenant, his or her family, agents, employees, guests, visitors or invitees.
  9. Landlord's Right of Inspection. Landlord and his or her agents, employees and contractors may enter the premises at all reasonable hours, upon notice in advance to tenant, for the purpose of examining the same or for making such repairs or alterations therein as may be necessary for the safety and preservation of the premises, or for the purpose of making arrangements necessary for proper preparation for taking possession of the premises at the end of the lease term.
  10. Quiet Enjoyment. If and so long as Tenant pays the rent and performs and observes the covenants and provisions hereof, Tenant will quietly enjoy the premises.
  11. Subletting or Assignment. No subletting or assignment of this agreement is permitted.
  12. Cleanliness of House Upon Vacating Same. Tenant agrees that upon termination of the lease, Tenant will vacate the premises and leave the premises, including stove, appliances, floors, and other items in as clean a condition as they were when Tenant took possession. Tenant acknowledges that time is of the essence with respect to vacating the premises.
  13. Occupancy and Use of Premises. The premises will be occupied and used at all times in a neat, reasonable, and quiet manner.
  14. Insurance for Tenant's Effects. Tenants will protect their interest in any personal effects or other personal property owned by Tenants which is on the Landlord's premises against loss by fire, theft or damages by water, wind, or any of the hazards covered by Tenant's comprehensive insurance policy by carrying at Tenant's expense such insurance policy,

and the Landlord will not be liable in any way for any damage caused to any of the Tenant's personal property and effects for any reason or cause.

15. Joint and Several Obligation of Tenants. The obligation of the Tenants is joint and several. Each Tenant is responsible for the payment of the rent in full and each Tenant is responsible for the performance of each and every provision of the lease.
16. No Waiver. The failure of Landlord to insist on the strict conditions of this Lease or any of the terms thereof, will not be deemed a waiver of any rights or remedies that Landlord may have.
17. Default by Tenant. In the event that Tenant defaults in any payment of rent, in addition to all other remedies available to Landlord under law, Landlord will have the right to enter the premises without notice. Further, if Tenant defaults in any other covenant or condition of this Lease, Landlord, on ten days' notice, either served personally or left conspicuously on the premises, may elect to terminate the lease, but notwithstanding such terminating Landlord may sue for any damages occurring prior to such termination.
18. Use of the Terms "Tenant" and "Landlord". The relative provisions herein will be read as if written in the plural and/or in the feminine gender, as the case may be.
19. Binding Effect. The covenants and agreements of this lease will be binding upon the parties hereto, their respective successors and heirs.

IN WITNESS WHERE OF, the parties have set their hands and seals

This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Landlord: Schickel Rentals, LLC

Operations Manager: Bruno Schickel \_\_\_\_\_

Tenant(s): \_\_\_\_\_

SSN(s): \_\_\_\_\_

**Information:**

Boiceville Cottages Maintenance & Service:

Email maintenance request to **Service@BoicevilleCottages.com**

Regular hours 7:30 to 4:00 M-F call **George Clark 607-342-4169**

After hours and weekends call **EJ Hallett 607-744-7863** or call **Bruno Schickel 607-227-4791**

New York State Electric & Gas Service: 800-572-1111

Frontier Phone Co. Service: 800-921-8102

Time Warner Cable Service: 607-272-3456

Ehrhart Energy (propane)\*: 607-387-8881

\*Cottages (odd numbers only) #303 through #459 use Ehrhart Energy (propane).