## HERKIMER CC APARTMENTS

Please Print

100 East Main Street, Mohawk, NY 13407 (Phone: 315-866-1209 Fax: 315-866-1289)

Please Print			•	icuse i iiii	
Student Name		Social Security #			
BirthdayAge	Female	Male	Frosh Senior		
Street		City	State	Zip	
Parent or Guardian Name (s)_		Social	Security #		
Home Phone #	Parents Work Phone#	Stude	ent Cell Phone#		
Attachments, and Statem hereinafter referred to a Student-Resident for a spanning and closing during all school vacations, to do so. During Apartment appointment but Student-Refollowing Terms.	s Management and the ace in the Herkimer CCC Lease is for the portion of fficial school calendar. Studentes. Herkimer CCC Apartibreaks and long holiday we Closings no one will be allowed to lease the sident will be allowed to lease the control of	above applicant Apartments, Control of the 2011-2012 so dent-Residents when the ekends when the wed in the Compave belongings. Control of the Compave belongings.	chool year chosen by the right to close the Management feels blex without previous choose and initial of	pelow. Actual dvance of e Complex it necessary us one of the	
Choice: One Semester	r, approximate dates of Au	gust 23, 2011 to	December 18, 202	11	
Two Semeste	r, approximate dates of Au	gust 23, 2011 to	May 18, 2012		

2. SECURITY DEPOSIT AND CANCELLATION: Student-Resident agrees to pay a Security Deposit of \$300. due at the signing of this Lease Agreement. Student-Resident agrees to keep a minimum of \$300. on deposit at all times as Security pursuant to the Terms and Conditions of this Lease. Security Deposit deductions, such as damages, cleaning, unpaid rent and penalties must be paid in accordance with any billing. An accepted Lease and Security Deposit will reserve a space in the Complex. One Semester Lease, August 2011 to December 2011, Security Deposit will be refunded in full for cancellation, if received in writing prior to July 1, 2011. For a Two Semester Lease, January 2012 to May 2012 Security Deposit will be refunded in full for cancellation, if received in writing prior to December 1, 2011. Student-Resident and/or Parent-Guardian agrees to provide Management as liquidated damages, 100% of Security Deposit for cancellation received after July 1, 2011 for a One Semester Lease and a Two Semester Lease, received after Dec. 1, 2011. This agreement is for the full Term and for the full Student Housing Cost or Rental Fee. The Student-Resident may fill his/her space in the Complex, with a new Student-Resident who has met with Managements approval. Management may fill Student-Resident space in the Complex with a new Student-Resident in accordance with Management's Cancellation Request Form and in a chronological order within roommate compatibility guidelines of Student Questionnaire. Management agrees to change any Two Semester Lease to a One Semester Lease, prior to the start of 2<sup>nd</sup> semester and Student-Resident agrees to the changes in TERMS. SECURITY DEPOSIT and STUDENT HOUSING COST, in accordance with Management's Cancellation Request Form (supplied by request). If Student/Resident or Management is unable to fill the vacated space, the Student/Resident will still be responsible for all Student Housing Costs. Security Deposit will be refunded within sixty (60) days at the end of this Lease, minus any cleaning charges, damages, and rent, if any due.

6. OCCUPANCY: Student-Resident agrees to share a BEDROOM with No one or One
ther Student-Resident. Student-Resident agrees and understands this Lease is for a space in the Complex and not a specific apartment. Only the assigned Student-Residents are permitted to use &
ccupy each assigned bedroom and apartment. Changes in Room Assignments will be made as
necessary and at the discretion of Management. Student-Resident agrees not to enter or use & occupy of ny other bedroom or apartment not assigned to him/her or he/she may be considered trespassing. Any
occupancy by any different party without the prior written consent of Management shall be a breach of
his Lease Agreement. Student-Resident agrees to equally share the assigned apartment with all other pecifically assigned roommates. Student-Resident agrees to keep their level of noise at a volume which
guarantees the quiet enjoyment of others.
<b>. STUDENT HOUSING COST or RENTAL FEE:</b> The Housing cost per Student-Resident is etermined by your TERM and OCCUPANCY choice (#1 AND #3 above) as follows:
A. One Semester Cost: Large-1-Person Bedroom \$2672 Small-1-Person Bedroom \$2430
B. Two Semester Cost: Large-1-Person Bedroom \$4785 Small-1-Person Bedroom \$4300
. PAYMENT PLANS: Choose one of the following payment plans and refer to Attachment 1 and
our choice of TERM and STUDENT HOUSING COST or RENTAL FEE.
A. Full Payment Plan: Pay in accordance with Attachment 1 and your Statements
or Billings.
B. Two Installment Plan: 1 or 2 Semester Lease: Pay in accordance with Attachment 1 and your Statements or Billings.
C. Financial Aid Assistance Plan: Considered a Two Installment Plan.
Pay in accordance with Attachment 1 and your Statements or Billings. Complete front and back of Attachment 2 and return with your Lease
D. Monthly Payment Plan – This is for a 2 Semester Lease Only: \$532/month large bedroom, \$478/month small bedroom.
<b>ROOM CHANGES:</b> Changes in Room Assignments will be made as necessary and at the discretion of Management. There will be a \$25. Room Change Charge each time a Student-Resident requests a compound change.

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- 7. UTILITIES: All utilities are included in Student Housing Cost or Rental Fee. Herkimer CCC Apts. is not responsible for any interruptions in any utility service.
- 8. LATE CHARGE: A late charge of 0.065% per day will be charged on all balances past due dates in accordance with Condition 4. and 5. above and Attachment 1, and may be billed separately or deducted from the Security Deposit, same not to exceed 24% per annum.
- 9. RULES & REGULATIONS: Student-Resident understands the attached Rules & Regulations are incorporated into and are made a part of this Lease Agreement and that Student/Resident is responsible for compliance of Rules & Regulations by himself/herself and his/her visiting Guests. Herkimer CCC Apts. is not responsible for noncompliance of Rules & Regulations by other Student-Residents and Visiting Guests.

- **10. NON-WAIVER:** The failure of Management on one or more previous occasions to take any action against Student-Resident for violation of or to insist upon the strict performance of any of the Terms and Conditions of this Lease Agreement, or Rules & Regulations, or Attachments hereto, shall not prevent a subsequent act of Student-Resident of a similar nature from being a violation of this Lease Agreement.
- 11. DEFAULT: Failure to pay any installment of Student Housing Cost or Rental Fee when due, Management has the right to cancel Internet Service, Cable Service and YMCA Membership, failure to correct any condition on the premises within three days after notice to correct such condition from the Management, or failure to comply with any other Terms or Conditions of this Lease Agreement and Rules and Regulations, and Attachments hereto shall be a default entitling the Management to terminate this Lease Agreement, and avail itself of any, and all legal remedies including any action to recover possession of the premises and any monetary damages. If eviction is necessary, due to any above Default reasons, or non-compliance of any Rules and Regulations of this Lease Agreement, Herkimer CCC Apartments reserves the right to all Rental Fees and Security Deposit.
- **12. ATTORNEY FEE:** In the event that Management commences an action to enforce any of the provisions of this Lease Agreement or to recover possession of the premises, in addition to recovery of any damages for unpaid rent or damages, Management shall be entitled to an additional recovery for reasonable Attorney's fees and costs of action.

STUDENT-RESIDENT SIGNATURE	DATE	HERKIMER CCC APARTMENTS AGENT	DATE
GUARANTY			
IN CONSIDERATION OF THE REN	TAL OF SPACE TO THE	STUDENT-RESIDENT, THE UNDERSIGNED DO	ES) HEREBY
AGREE TO AND WITH THE OWNE	R-LANDLORD, THAT	IN DEFAULT SHALL AT ANY TIME BE MADE IN	I THE
		ER THE WITHIN LEASE, AND RULES AND REGU	
		DENT'S PART TO BE PAID AND PERFORMED, TH	
UNDERSIGNED WILL WELL AND	TRULY PAY SAID REN	T, OR ANY ARREARS THEREOF, THAT MAY RE	MAIN DUE
UNTO THE OWNER/LANDLORD, A	AND ALSO PAY ALL DA	AMAGES THAT MAY ARISE INCONSEQUENCES	OF THE NON
		REQUIRING NOTICE OF SUCH DEFAULT. THE	
		BY JURY IN ANY ACTION OR PROCEEDING HE	
DIGMINITED DIVINIED I A	IDI ODD TO WHICH TI	HE UNDERSIGNED MAY BE A PARTY.	

ADDRESS

DATE

SIGNATURE OF PARENT(S) OR GUARDIAN(S)