

## *Sample Lease*

Off Campus College considers this sample lease to be a fair and reasonable document. This sample lease contains reasonable protection for the landlords and students and is written in a manner easily understandable.

1. **Parties:** The parties to this Agreement are: \_\_\_\_\_, hereinafter called **Landlord** and \_\_\_\_\_, hereinafter called **Tenant**. If Landlord is the agent of the owner of said property, the owner's name and address are: \_\_\_\_\_.

2. **Properties:** Landlord hereby lets the following property to Tenant for the terms of this Agreement: a) the real property known as: \_\_\_\_\_ and b) the following furniture and appliances on said property: \_\_\_\_\_

3. **Term:** The term of this Agreement shall be for \_\_\_\_\_ beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

4. **Rent:** The total rent for said property shall be \$\_\_\_\_\_, to be paid monthly in amounts of \$\_\_\_\_\_ due and payable on the \_\_\_\_\_ day of each month.

5. **Utilities:** Landlord agrees to furnish the following services and/or utilities:

electricity  heat  gas  water  hot water  other: \_\_\_\_\_

trash removal [garbage bags in City of Binghamton]

*(\*NOTE: If Tenant pays for utilities separately, Landlord shall provide separate meters for each unit and Landlord may be required to provide storm windows and doors.)*

6. **Security Deposit:** Tenant shall deposit with the Landlord \$\_\_\_\_\_ to be held as security deposit. This deposit will be returned in full, including any interest acquired, when this lease expires if, after inspection by the Landlord, the premises are in good condition (normal wear and tear excepted\*) and tenant owes no back rent.

*(\*NOTE: OCC encourages a Damage Checklist to be completed and pictures taken prior to occupancy to avoid disagreements regarding the condition of the apartment when tenant first moves in.)*

7. Tenant shall not lease or sublease nor assign the premises without the written consent of the Landlord (but consent of the landlord shall not be unreasonably withheld).

8. Landlord may enter premises at reasonable times for the purposes of inspection, maintenance or repair, and to show the premises to buyers or prospective tenants. In all instances, except those of emergency or abandonment, the Landlord shall give 24-hour notice prior to such an entry.

9. Tenant agrees to occupy the premises and shall keep same in good condition, reasonable wear and tear excepted, and shall not make any alterations, including changing or adding locks, without the written consent of the Landlord. Tenant further agrees to notify Landlord immediately if any repairs are necessary.

10. Landlord agrees to regularly maintain the building and grounds in a clean, orderly, and safe manner, including removal of ice and snow. Landlord further agrees upon notice by Tenant to complete, within a reasonable time, all necessary repairs including those of appliances and utilities, which are furnished with the premises.

11. Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building and the immediate neighbors. Tenant further agrees not to maintain public nuisance and not to conduct business or commercial activities on the premises.

12. Tenant shall, upon termination of this Agreement, vacate and return the premises in the same condition that it was received, less reasonable wear and tear, and other damages beyond the control of the Tenant.

13. If building is sold, this lease is binding on all parties who lawfully succeed the current Landlord and Tenant. Further, the Landlord will give the security deposit the Tenant paid to the buyer who shall be responsible for its return when the lease expires.

14. Any waiver or modification of the condition of this Agreement shall be in writing and signed by both Landlord and Tenant.

15. Any holding over after the termination of this Lease shall be construed as creating a month-to-month tenancy.

16. Additional Terms (i.e., list of repairs to be made prior to or during tenancy, etc.): \_\_\_\_\_

\_\_\_\_\_  
We, the undersigned, agree to this Lease:

Landlord

(Print): \_\_\_\_\_ Signature(s) \_\_\_\_\_

Tenant

(Print): \_\_\_\_\_ Signature(s) \_\_\_\_\_

Tenant

(Print): \_\_\_\_\_ Signature(s) \_\_\_\_\_

Tenant

(Print): \_\_\_\_\_ Signature(s) \_\_\_\_\_

Date: \_\_\_\_\_