



Longview

an Ithacare Community

1 Bella Vista Drive
Ithaca, NY 14850
(607) 375-6300

Independent Patio Apartment Lease Agreement

PARTIES

This lease agreement is made and entered into this ____ day of _____ 20__, between Longview, recognized as the landlord, and _____ known as the tenant (a single individual) or tenant(s) (two individuals maximum). When tenant(s) consists of two persons, the rights and obligations of each are joint and several.

DWELLING UNIT

The landlord leases to the tenant(s) living unit/patio apt. number _____, located on Bella Vista Circle, Ithaca, NY 14850.

LEASE PERIOD

The initial term of this lease will begin at 12:01 a.m. on _____, and will end at 12:00 p.m. on _____. After the initial term ends, this lease will continue for successive terms of one year, unless terminated by either party as permitted by this agreement.

PROCESSING FEE

There is a one-time non-refundable processing fee in the amount of \$1,000 required upon, and with, application to lease a patio apartment.

MONTHLY RENT

The tenant(s) agrees to pay a monthly rent of \$_____ to Longview, subject to adjustment as hereinafter provided. The monthly rent is due and payable in advance, without demand, on or before the 7th calendar day of each month.

ADDITIONAL RENT

As described below, Longview offers meal services and other fee for service support to patio apartment tenants. Tenant(s) has no obligation to utilize these services, but if tenant chooses to do so, the fee(s) charged shall be added to and shall be due and payable monthly as additional rent under this lease.

SECURITY DEPOSIT(S)

The tenant(s) agrees to deposit an amount equal to one month's rent (\$_____) with landlord. Additionally, tenant(s) wishing to house a pet is required to make an additional \$300 security deposit. The landlord will hold the deposit(s) for the period the tenant(s) resides in the patio apartment. When tenant(s) vacates the patio apartment, the landlord will refund the security deposit(s) plus accrued interest to the tenant(s) on the basis of the following conditions.

1. The tenant(s) will be eligible for a full refund of their security deposit(s) plus accrued interest less:
 - a. Unpaid monthly rent and additional rent, including late fees and unpaid check fees.
 - b. After the tenant(s) has moved out of the living unit, the landlord will inspect the living unit and complete a final living unit inspection report. The tenant(s) may choose to participate in the inspection of the living unit conducted by the landlord by making the tenant(s) wishes known to the landlord on the tenant(s) notice of intention to terminate the lease agreement and to vacate the premises. The landlord will share a copy of the completed inspection report with the tenant(s). Damage(s) to the living unit vacated by the tenant(s) in excess of normal and customary wear and tear will be listed on the final unit inspection report and repair costs will be deducted from the tenant(s) security deposit(s). Damage(s) and repair(s) costs in excess of the tenant's security deposit will be billed to the tenant(s) which the tenant(s) agrees to pay within thirty (30) days.
 - c. Upon termination of this agreement and tenant(s) vacating the living unit, the landlord will enter the living unit and take possession of any/all private property left behind as having been abandoned by the tenant(s). The landlord may choose to dispose of the tenant's abandoned property in any manner the landlord chooses without compensation to the tenant(s) or the landlord may choose to store the tenant(s) abandoned personal property. As a condition of storing and returning the property to the tenant(s), the landlord may charge the tenant(s), or the tenant's legal representative, a storage fee equal to a per diem of the monthly rate. Storage fees will be deducted from the tenant(s) security deposit(s) held by the landlord.
 - d. Five dollar (\$5) charge for each unreturned key.
 - e. Missing property belonging to Longview.

2. The landlord agrees to refund the amount calculated above within 30 days following the tenant(s) vacating and returned possession of the unit and keys to the landlord. The tenant(s) are responsible for providing the landlord with a new/forwarding address to which the refunded security deposit(s) should be directed by mail. If applicable, the landlord will also give the tenant(s) a written description of charges/fees that were deducted from the security deposit(s). If the tenant(s) disagrees with the landlord concerning the amounts deducted, at the request of the tenant(s), the landlord agrees to meet with the tenant(s) to discuss the disputed charges.

LONGVIEW OBLIGATIONS

In exchange for the payment of the monthly rent, landlord shall

1. Pay for utilities such as natural gas and electricity, basic television cable services, water, sewer and real property taxes.
2. Arrange for collection and removal of household trash and garbage and recycling.
3. Provide maintenance of all apartment fixtures, equipment and appliances in a safe condition and good working order.
4. Provide maintenance of facilities, grounds and exterior lighting in a safe condition and good working order.
5. Provide lawn mowing and snow removal.
6. Provide extermination services (as necessary).
7. Longview maintains a fully operational fire detection system. The system includes both smoke detectors and sprinkler system.

LONGVIEW FACILITIES

Each patio apartment includes an electric stove, refrigerator, dishwasher, garbage disposal, clothes washer and dryer and automatic garage door opener. In addition, the patio apartments are part of the Longview senior living campus. Residents of the patio apartments have access to the following facilities for no additional fee(s):

1. Exercise and recreation facilities, including nature trail, pavilion and other outdoor activities, auditorium, pool, exercise and locker rooms.
2. Library.
3. Greenhouse.
4. Hobby room.

5. Game room.
6. Music room.
7. Craft room.

Patio apartment residents may also use the barber/beauty salon and resident store at Longview. The services and items available at the salon and store are on a fee for service basis. If tenant(s) choose to use these facilities, the charges may be added as additional rent to the amount owed by tenant(s) under this lease.

LONGVIEW SERVICES

Patio apartment residents may utilize the following services which are available on the Longview campus for no additional fee(s):

1. Scheduled group transportation by Longview van and bus.
2. Educational programming, including but not limited to presentations, seminars and workshops.
3. Inter-organizational and inter-generational programming with Ithaca College.
4. Priority access to Longview's other housing options and levels of care.

Tenant may obtain the following services for an additional fee(s). Any amount owed by tenant for these services shall be computed as additional rent due under this lease agreement and shall be billed to tenant(s) on a monthly basis.

1. Housekeeping.
2. Meals prepared and served in Longview's dining room(s). The following specialized diets are also available; regular, no added salts, no concentrated sweets and calorie controlled.

TENANT(S) RESPONSIBILITIES

The tenant(s) will be responsible for the following:

1. Payment of the monthly rent.
2. Payment of any additional rent.
3. Payment for the installation and regular monthly charges for telephone services.

4. Payment for the installation and regular monthly charges for "enhanced" cable television services (cost for basic level of cable TV service included in lease agreement).
5. Payment for the installation and regular monthly charges for high speed internet access and service(s).
6. Provision of own furniture and window treatments.

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

The tenant(s) agrees to comply with the terms, conditions and restrictions identified in this lease. The tenant(s) also agrees to comply with additional terms, conditions and restrictions established after the effective date of this agreement to promote the safety, care and cleanliness of the property and the safety, care, comfort and convenience of the tenants. Tenant(s) will receive written notice of additions and/or changes at least 30 days in advance of their implementation.

The tenant(s) agrees to:

1. Use the living unit only as a private residential dwelling. Tenant(s) shall be entitled to the quiet and peaceful possession and enjoyment of the patio apartment and those areas of the entire Longview community to be used in common with other tenant(s).
2. Use all appliances, fixtures and equipment in a safe and responsible manner and only for the purposes for which they are intended.
3. Give the landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other mechanical systems that comes to the attention of the tenant(s) to be malfunctioning.
4. Adhere to the terms and conditions of this lease and patio apartment resident handbook.

The tenant(s) agrees not to do any of the following without first obtaining the landlord's written authorization/permission:

1. Permit overnight stays by individuals, as guests, who are not identified in the lease as "tenant(s)" to exceed 7 consecutive days and/or more than 31 days over the course of a single year without first notifying and receiving the permission of the landlord. All guests are required to comply with the requirements and restrictions in this lease and in the patio apartment resident handbook.
2. Make changes to any appliance, fixture and/or piece of equipment.

3. Carpet, paint or install wallpaper or contact paper.
4. Install or attach any fixtures, signs, fences, aerials, antennas, satellite dishes or other electrical equipment in the building or on the grounds.
5. Install major equipment or appliances.
6. Store personal property outside of the tenant's living unit and assigned storage area(s).
7. Replace or install locks or gates on any doors or windows.
8. Add, remove or replace flora on the grounds.

The tenant(s) agrees not to:

1. Sublet or assign the living unit.
2. Engage in or permit unlawful activities in the building and/or on the grounds of Longview.
3. Make or permit activities and/or noise that will disturb the rights and/or comfort of neighbors.
4. Litter on the grounds of Longview.
5. Remove, deface, damage, destroy or render inoperative any appliance, fixture, or piece of equipment in the building(s) or grounds of Longview.
6. Smoke in any Longview building or on the patio. Longview is a no smoking facility. Please see the Tenant Handbook for further details.
7. Operate a grill in the building or on the patio.
8. Park or store tenant(s)' vehicles (cars, recreational vehicles, etc.) on common grounds.

RESIDENT HANDBOOK

Landlord will establish and maintain a patio apartment resident handbook containing policies and procedures for the occupancy, orderly operation, safety, welfare, peace, comfort and management of the patio apartments.

KEYS

Tenant(s) will be supplied with up to two (2) key sets for their living unit. Tenant(s) will be charged \$5 for additional and replacement keys. When this lease ends, the tenant(s) agrees to return all key sets to the landlord. The landlord may charge the tenant(s) \$5 for each key set not returned.

PETS

Tenant(s) may, subject to guidelines established by the landlord and in compliance with local and state laws, keep dogs, cats, small birds, small fish and small reptiles.

ACCESS TO TENANT(S) APARTMENT BY LANDLORD

The tenant(s) agrees the landlord is entitled to possess copies of apartment keys and/or a master key set that will permit the landlord and/or its authorized representatives to enter independent patio apartments to perform maintenance and repairs, respond to emergencies and to conduct inspections warranted by applicable federal, state and local laws, regulations and ordinances.

Except in emergencies, before entering tenant(s) living unit, landlord will announce its presence by phone call and/or knocking on the front door and waiting for tenant(s) invitation to enter. The tenant(s) will not prohibit or deny reasonable requests by the landlord to enter tenant(s) apartment. At the request of the tenant(s), the landlord will consider and attempt to accommodate a request by the tenant(s) limiting the landlord's access to the tenant(s) apartment to while the tenant(s) is present.

After the tenant(s) has given the landlord notice of the intent to vacate, the tenant(s) agrees to permit the landlord to show the unit to prospective tenants during reasonable hours.

If the tenant(s) vacates before this agreement ends, with the permission of the tenant(s), the landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for a new tenant(s).

CHANGE(S) IN LEASE AGREEMENT

The landlord may change the terms and conditions of this agreement by notifying the tenant(s) of any change(s) at least 30 days prior to the proposed effective date of the change(s). The tenant(s) may reject the change(s) in terms and conditions by giving the landlord written notice, within two weeks of receipt of the landlord's notice, of the tenant(s) intentions to terminate their tenancy.

Tenant(s) should anticipate and plan for Longview to increase the monthly rental fee annually on January 1st. Additionally, the landlord will attempt to limit annual increases to a maximum of three percent (3%). However, and due to conditions and factors beyond Longview's control, the landlord cannot guarantee annual rent increases will be limited to three percent (3%) or less.

IMPROVEMENT(S) FEE

Tenant(s) may request, and the landlord shall consider alternate installations, making changes, additions, replacements and/or upgrades to the patio apartment appointments including, but not limited to; all finishes such as flooring and wall coverings, appliances, counter tops, fixtures and equipment. All costs (such as, but not limited to, materials, labor, design and regulatory fees) shall be the responsibility of the tenant(s) requesting such improvements and approved by the landlord. Fifty percent (50%) of the cost(s) of improvements requested by tenant(s) shall be paid in advance, and the remaining fifty percent (50%) of the cost(s) shall be paid by the tenant(s) upon completion of the improvements. All such improvements shall remain with the unit and shall be deemed the property of landlord upon termination of this lease.

DISCRIMINATION

The landlord agrees not to discriminate based upon race, color, sexual orientation, religion, creed, national origin, sex, disability, or membership in a class. The landlord agrees to comply with the requirements of all applicable federal, state and local laws, including health, housing and building codes, and to deliver and maintain the premises in a safe, sanitary and good condition.

CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS

If the tenant(s) does not pay the full amount of the monthly fee on or before the 7th day of the month, the landlord may collect a fee of \$5 as of the 8th day of the month. Thereafter, the landlord may collect \$1 for each additional day the monthly fee remains unpaid.

The landlord may assess and collect from the tenant(s) a fee of \$25 any time a check is not honored for payment.

DAMAGES

Whenever damage is caused by carelessness, misuse, or negligence on the part of the tenant(s), the tenant(s) pet, family and/or guest, the tenant(s) agrees to pay:

1. The cost of all repairs within 30 days of receipt of the landlord's request for payment.
2. Monthly fee for any period the unit is damaged and is deemed by the landlord as being uninhabitable.

TERMINATION OF TENANCY

This lease agreement may be terminated as follows:

1. By mutual written agreement of the tenant(s) and the landlord.

2. Upon 60 days written notice from the tenant(s) to the landlord of the tenant(s) intention to terminate the agreement and vacate the unit.
3. Upon 60 days written notice from the landlord to tenant(s).
4. Upon 30 days written notification from the landlord to tenant(s) based upon noncompliance and/or failure to abide by the terms and conditions of this lease and/or resident handbook, as enacted and amended from time to time.
5. A change in health status and/or housing requirements as set forth in the "Notice to Senior Citizens, Residential Lease Termination", found in Appendix 1.
6. Death of the tenant(s). In the event of the death of a single (individual) tenant, the date of death shall be deemed by the landlord as the date of service of 30 days written notice by the tenant to terminate this lease agreement.

TENANT(S) PERSONAL PROPERTY

Landlord is not responsible for the loss or damage to tenant(s) personal property used or stored on the premises. Tenant(s) are strongly encouraged to obtain appropriate "renters" insurance and liability coverage to protect and cover tenant(s) assets and interests. The Landlord will carry property and casualty insurance to protect and cover landlord's interests and assets.

GOVERNING LAW, REMEDIES AND LEGAL RECOURSE

This agreement shall be interpreted according to the laws of the State of New York.

In the event that the landlord commences a legal proceeding against tenant(s) to collect outstanding charges or evict tenant(s), tenant(s) shall pay all reasonable charges including reasonable attorney's fees and filing costs incurred by the landlord.

Landlord and tenant(s) agree that significant disputes raised by, and between, the landlord and tenant(s) not already addressed by the provisions of this agreement should be discussed and, if possible, resolved between the parties. However, in the event that differences between the parties cannot be resolved to the mutual satisfaction of the parties, then either party may exercise options available to each under "**TERMINATION OF TENANCY**".

Landlord and tenant(s) hereby waive trial by jury in any action or proceeding brought by one against the other for matters arising out of, or in any way connected with, this agreement.

NO ASSIGNMENT BY TENANT(S); ASSIGNMENT BY LANDLORD

Tenant(s) may not assign this agreement or rights under it. No rights or benefits under this agreement shall inure to the benefit of tenant(s) heirs, devisees or legal representatives; except the right to receive payment of money owed by landlord to the

tenant(s). Landlord may assign this agreement and delegate its duties hereunder in whole or in part.

ENTIRE AGREEMENT

This agreement constitutes the full and complete agreement between the landlord and tenant(s) and supersedes any/all prior understandings or agreements whether written or oral.

AMENDMENT(S)

Except for changes in fees and scope of services permitted by this agreement, no amendment(s) made to this agreement shall be valid unless in writing and executed by the landlord and tenant(s).

CERTIFICATION

Tenant(s) warrants that all facts stated by tenant(s) in this agreement and in any application materials for lease of Longview’s patio apartments is true and correct to the best of tenant(s) knowledge. Tenant(s) warrants that they are at least fifty-five (55) years of age at the time of entry to Longview’s patio apartments.

IN WITNESS THEREOF, and as evidence of agreement with and acceptance of the terms and conditions of this lease, the parties execute this agreement by affixing their signatures.

_____/_____
Tenant Date

_____/_____
Tenant Date

_____/_____
Longview Representative Date

**NOTICE TO SENIOR CITIZENS:
RESIDENTIAL LEASE TERMINATION**

SECTION 227-A of the REAL PROPERTY LAW of the State of New York provides for the termination of a residential lease by senior citizens entering certain health care facilities, adult care facilities or housing projects.

Who is eligible?

Any lessee or tenant who is age 62 years or older, who will attain such age during the term of the lease or rental agreement, or a spouse of such person residing with him or her.

What kind of facilities does this law apply to?

This law will apply if the senior citizen is relocating to:

- a. An adult care facility.
- b. A residential health care facility.
- c. Subsidized low income housing, or
- d. Senior citizen housing.

What are the responsibilities of the rental property owner?

When the tenant gives notice of his or her opportunity to move into one of the above facilities, the landlord must allow:

- a. For the termination of the lease or rental agreement, and
- b. The release of the tenant from any liability to pay rent or other payments in lieu of rent from the termination date, and
- c. To adjust any payments made in advance or payments which have accrued by the terms of such lease or rental agreement.

How do you terminate the lease?

If the tenant can move into one of specified facilities, he or she must terminate the lease or agreement in writing no earlier than thirty days after the date on which the next rental payment (after the notice is delivered) is due and payable. The notice is deemed delivered five days after being mailed. The written notice must include documentation of admission or pending admission to one of the above mentioned facilities.

For Example: Mail the notice: May 5th
 Notice received: May 10th
 Next rental payment due: June 1st
 Termination effective: July 1st

Will the landlord face penalties if he or she does not comply?

Yes, according to SECTION 227-A of the Real Property Law of the State of New York, if anyone interferes with the removal of your property from the premises they will be guilty of a misdemeanor and will be either imprisoned for up to one year or fined up to \$1,000, or both.