

HOBART AND WILLIAM SMITH COLLEGES
Summer Rental Agreement

Name:

Starting Date:

Ending Date: **August 6, 2010**

(All students must be out of summer residences or have made arrangements with Res. Ed. by August 1, 2010)

TENANT:

Summer Residence:

Department:

Account:

Summer email address:

Summer Phone/Cell Phone:

LANDLORD _____ :

Hobart and William Smith Colleges

311 Pulteney Street

Geneva, New York 14456

Attn.: Erica Connor, Director of Conferences and Events

Phone: (315) 781-3103

Lease agreement date from: as per previously submitted agreement from your department head.

Weekly rental amount: as per previously submitted agreement from your department head.

Unless otherwise noted, the total cost of the summer rental is placed on student's account. Payments are to be made at the Business Office in Demarest Hall.

Keys must be picked up at the Conference and Events Office in Harris House. If the key is not returned **within 5 days from the end of the lease**, the key is considered lost and a **charge of \$25.00** will be placed on your student account.

Each time a **key is lost**, a **charge of \$25.00** will be placed on your student account.

1. USE. The premises must be used to live in only and for no other reason. Only the party signing the Lease, may use the premises.

1a. **STUDENTS will be required to adhere to the Colleges Community Standards.**

2.RENT. The summer rental fee will be placed on your college account. All payments are to be made at the business office in Demarest. The final installment is due on August 6th. Any incurred cost due to damages done by the tenant will be billed to the Student's Account.

3.UTILITIES AND SERVICES. Tenant must pay for the following services when billed: Cable TV (if contracted). Telephone (\$60.00 for summer at Williams Hall). Basic cleaning services will be provided on a weekly basis by the landlord, day and time to be determined. Recycling is a must in this community; your efforts to assist in this matter would be greatly appreciated.

4.REPAIRS, ALTERATIONS. Tenant must keep, and at the end of the term, return the premises and all appliances, and other Colleges' property clean and in good order and repair. Tenant must not alter, decorate, change, or add to the premises without the permission of the landlord. All necessary maintenance repairs will be handled by the Colleges. Tenant is not responsible for ordinary wear and damage by the elements. However, if damage results from tenants neglect or abuse, landlord will charge the tenant for the cost of the repair.

5.SPACE "AS IS". Tenant has inspected premises. Tenant has stated that premises is in good repair and takes the premises "as is".

6.FIRE, DAMAGE. Tenant must give landlord immediate notice in case of fire or other damage to the premises. If the damage renders the premises unusable, landlord will have the right to repair the damage within a reasonable time or cancel this lease.

7.LIABILITY. Landlord is not liable for loss, expense, or damage to any person or property unless it is due to landlord's negligence. Tenant indemnifies landlord and agrees to pay for damages suffered and money spent by landlord relating to any claim arising from any act or neglect of tenant. Tenant is responsible for all acts of tenant's family, guests and invitees. The tenant must not store any personal belongings near the furnace or hot water heater in the premises. **Landlord highly recommends that tenant obtain his own renter's insurance to insure against loss by fire and/or casualty. It is also highly recommended that the premises not be used to have any type party or gathering. This could lead to immediate eviction of the premises.**

8.ASSIGNMENT, SUBLET. Tenant may NOT sublet all or part of the premises, or assign this lease or permit any other person to use the premises without the landlord's express written permission.

9.LANDLORD MAY ENTER, KEYS. Landlords may, at reasonable times, enter the premises to examine, to make repairs or alterations, and to show it to possible buyers, lenders, or tenants. Locks may not be changed or additional locks installed without landlord's consent. Doors and windows should be locked when the tenant is out.

10.COMPLIANCE WITH AUTHORITIES. Tenant must, at tenant's cost, promptly comply with all laws, orders, rules, and directions of all governmental authorities, insurance carriers or board of fire underwriters or similar group. Tenant may not do anything, which may increase landlord's insurance premiums. If tenant does, tenant must pay the increase as added rent.

11.TENANTS DEFAULTS AND LANDLORDS REMEDIES.

a.Landlord may give 48 hours written notice to tenant to correct any of the following defaults. (i) improper assignment of the lease, improper subletting all or part of the premises; (ii) improper conduct by tenant or other occupant of the premises, or (iii) failure to fully perform any other term in the lease.

b.If tenant fails to correct the defaults in section A within the 48 hours, landlord may cancel the lease by giving the tenant a written notice stating the date the term will end. On that date the term and the tenant's rights in the lease automatically end and tenant must leave the premises and give the landlord the keys.

12.NO PETS. Tenant agrees not to keep any animals/pets in or on the premises. Violation of this provision shall entitle the landlord to terminate the lease.

13. REPRESENTATIONS, CHANGES IN LEASE. Tenant has read this lease. All promises made by the landlord are in this lease. There are no others. This lease may be changed only by an agreement in writing signed by all delivered to each party.


14. PARAGRAPH HEADINGS. The paragraph headings are for conveniences only.

15. EFFECTIVE DATE AND EFFECT OF HOLDING OVER. This lease is effective as of the dates set forth above.

I, the undersigned, acknowledge receipt of the keys designated above. I also agree not to loan, transfer, give possession of, misuse, modify or alter the above keys. I further agree not to cause, allow or contribute to the making of any unauthorized copies of the above keys.

I understand and agree that violation of this agreement may render me responsible for the expenses of a lock change for the affected areas.

Signatures of the parties who have entered into this lease on the date first above stated.

LANDLORD Signature: 

TENANT Signature: _____

Starting Date:

Ending Date: August 6, 2010

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TENANT:

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Date: _____