

HERKIMER CC APARTMENTS

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

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Student Name _____ Social Security # _____

Birthdate _____ Age _____ Female Male Frosh Senior

Street _____ City _____ State _____ Zip _____

Parent or Guardian Name (s) _____ Social Security # _____

Home Phone # _____ Parents Work Phone# _____ Student Cell Phone# _____

This agreement, including the following Terms and Conditions, Rules and Regulations, Attachments, and Statements or Billings hereto, is made by Herkimer CCC Apartments hereinafter referred to as Management and the above applicant hereinafter referred to as Student-Resident for a space in the Herkimer CCC Apartments, Complex.

1. TERM: The Term of this Lease is for the portion of the 2011-2012 school year chosen below. Actual dates to be determined by Official school calendar. Student-Residents will be notified in advance of exact opening and closing dates. Herkimer CCC Apartments. reserves the right to close the Complex during all school vacations, breaks and long holiday weekends when the Management feels it necessary to do so. During Apartment Closings no one will be allowed in the Complex without previous appointment but Student-Resident will be allowed to leave belongings. Choose and initial one of the following Terms.

Choice: One Semester, approximate dates of August 23, 2011 to December 18, 2011

Two Semester, approximate dates of August 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 2nd 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.

3. OCCUPANCY: Student-Resident agrees to share a BEDROOM with No one or One other 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 & occupy 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 any 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 this Lease Agreement. Student-Resident agrees to equally share the assigned apartment with all other specifically assigned roommates. Student-Resident agrees to keep their level of noise at a volume which guarantees the quiet enjoyment of others.

4. STUDENT HOUSING COST or RENTAL FEE: The Housing cost per Student-Resident is determined 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

5. PAYMENT PLANS: Choose one of the following payment plans and refer to Attachment 1 and your 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.

6. ROOM CHANGES: 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 room change.

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 non-compliance of Rules & Regulations by other Student-Residents and Visiting Guests.

