

LEASE AGREEMENT

1. **DATE:** The date of this Lease Agreement ("Lease") is _____
2. **LANDLORD:** Chenango Place MT, LLC.
3. **TENANT:** _____
4. **UNIT:** Subject to the terms and conditions set forth in this Lease, Landlord agrees to rent to Tenant, and Tenant accepts from Landlord, Bedroom _____ (the "Unit") in Apartment _____ (the "Apartment") in Chenango Place, 7 Court Street, Binghamton, New York 13901 (the "Complex") together with the following bedroom furniture (if checked) (collectively, the "Unit Amenities"):

Included: Item:

- (●) Bed
- (●) Mattress
- (●) 2 Stackable Dresser Drawers
- (●) Nightstand
- (●) Desk
- (●) Desk Chair
- (●) Window Treatments – mini-blinds

5. **APARTMENT COMMON AREAS:** During the term of this Lease, Tenant shall have the right, in common with the other persons leasing units within the Apartment (such persons, including Tenant, being hereinafter collectively referred to as the "Apartment Occupants"), to use all areas of the Apartment other than leased units (such areas being hereinafter collectively referred to as "Apartment Common Areas") and the following furniture and appliances situated therein (collectively, "Apartment Amenities") (the Unit Amenities and the Apartment Amenities are hereinafter collectively referred to as the "Amenities"):

Included: Item:

- (●) _____ Barstools or Table with Chairs
- (●) Sofa
- (●) Media Center
- (●) Upholstered Chair
- (●) Side Table
- (●) Coffee Table
- (●) Range with Oven
- (●) Microwave
- (●) Refrigerator
- (●) Dishwasher
- (●) Washer & Dryer
- (●) Window Treatments – mini-blinds

6. **PARKING SPACE:** Included: () Yes (X) No

7. **USE:** Tenant shall use the Unit and Apartment only as a residence.

8. **TERM:** Unless terminated earlier in accordance with the provisions of this Lease, this Lease shall be for a term (the "Term") commencing on the later of **August 20, 2015**, or the date Landlord gives possession of the Apartment and Unit to Tenant (the "Commencement Date"). The Lease shall expire on **August 10, 2016** (the "Expiration Date").
9. **POSSESSION; KEYS:** Landlord has not guaranteed a specific date for possession of the Unit. Landlord shall use reasonable efforts to make the Unit available to Tenant by **August 20, 2015**. The Expiration Date, however, shall not be affected. Landlord shall not be responsible for any reimbursement, damages or other liability to Tenant if it is unable to deliver possession of the Unit to Tenant by **August 20, 2015**.

Landlord may permit Tenant to enter into possession of the Unit and/or Apartment prior to the date specified for the Commencement Date, and/or to occupy any other Unit within the Complex at any time. Tenant covenants and agrees that such prior-occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease. The Rent provided for under this Lease shall be pro-rated on a daily basis for such period of prior-occupancy unless otherwise agreed to between the parties.

Requirements for Landlord to make repairs to or clean the Unit or Apartment that do not affect your ability to occupy them will not constitute a delay or entitle you to a rent abatement.

Upon delivery of possession of the Unit, Landlord shall deliver to Tenant one (1) key to the Apartment; one (1) bedroom key and one (1) mailbox key. Lost or unreturned keys shall be charged to Tenant at the rate of \$50.00 per key. Tenant will not add or change any locks.

10. **RELOCATION OF TENANT:** Landlord may require Tenant, upon twenty (20) days prior notice, to relocate to another Unit within the Complex.
11. **AMOUNT OF RENT:** A. Tenant shall pay a total Rent of _____ Dollars (\$_____) for the entire Term of this Lease. Rent shall be paid in U.S. dollars in advance to Landlord and without demand on or before the first (1st) day of each month of the Term in equal monthly installments of \$_____ each (prorated for any partial month), without set off, deduction or otherwise. Tenant shall pay the first month's rent to Landlord upon execution of this Lease if the Commencement Date is the first day of the month. If the Commencement Date is after the first day of the month, Tenant shall pay upon execution of this Lease the rent from the Commencement Date through the last day of the month following the month in which the Commencement Date occurs.
- B. Any other amounts due hereunder, other than Rent, by Tenant shall be deemed "Additional Rent". Landlord shall have the same remedies against Tenant for nonpayment of Additional Rent as if Tenant failed to pay Rent.
12. **LATE CHARGE; RETURNED CHECK CHARGE:** If any payment of Rent or Additional Rent is not received when due, Tenant shall pay a late charge of \$50.00. Tenant shall pay to Landlord a returned check fee of \$50.00 for any check returned due to insufficient funds, or for any check that fails to clear the issuer's bank. This charge is due and payable immediately upon notification to Tenant of such occurrence, and is in addition to the late charge described above. Late charges and returned check charges constitute Additional Rent.

13. **APPLICATION OF PAYMENTS:** Tenant acknowledges that any Rent received by Landlord shall be first applied to any outstanding charges such as late charges, returned check charges, cleaning service fees or the expenses to replace or repair damage to the Unit, the Apartment, the Amenities or the Complex for which Tenant is responsible, which items constitute Additional Rent, and the balance shall be applied to the Rent due Landlord. If the payment made by Tenant is insufficient to cover all charges then outstanding, Tenant shall pay the shortage, plus any late charge incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord.

If Tenant fails to timely pay the Rent, Additional Rent or other sums due hereunder, in addition to any other rights or remedies which Landlord may have, Landlord may, in its sole discretion, exercise any of the remedies available to it for non-payment of Rent.

14. **SECURITY DEPOSIT:** Landlord hereby acknowledges receipt from Tenant of the sum of **Five Hundred Dollars (\$500.00)** as security for the performance by Tenant of all obligations under this Lease (the "Security Deposit"). This Security Deposit is not prepaid rent, but, rather is a good faith deposit for Tenant's fulfillment of Tenant's Lease obligations, as well as a contingency against damages to the Unit, Apartment, Amenities and Complex. You are not entitled to apply any part of your Security Deposit against Rent, Additional Rent or other Lease obligations during the time you are occupying the Unit and Apartment. Tenant shall forfeit all or part of the Security Deposit, and Landlord shall charge against the Security Deposit, for any damage, loss or expense, including but not limited to the cost of cleaning and any damages resulting from moving out, resulting from Tenant's use or occupancy of the Unit, the Apartment or the Amenities, or necessary to cure any default by Tenant. This security deposit shall be deposited with a financial institution of Landlord's selection, in an account bearing interest at the prevailing rate for such accounts.

Without limiting the foregoing and any other rights of Landlord against the Security Deposit. Landlord will inspect the condition of the Unit, Apartment and Amenities after you move out and charge, against the Security Deposit, for any damages beyond ordinary wear and tear, excessive cleaning and trash and other removal charges, as well as any outstanding balances owed by Tenant under this Lease. After deducting from such security deposit any administrative fee permitted by law and any amounts applied by Landlord in accordance with this Lease, the balance of the security deposit, if any, plus accrued interest, if any, shall be returned to Tenant after the expiration or earlier termination of this Lease.

If Landlord uses the Security Deposit (or any portion thereof), then Landlord shall notify Tenant in writing of the amount used, and Tenant shall immediately forward a like amount to Landlord to replenish the funds deducted from the Security Deposit.

If Landlord sells, leases or otherwise transfers its interest in the Complex, Landlord shall turn over the Security Deposit to the transferee. If a receiver is appointed in an action to foreclose a mortgage or other lien on the Complex, then Landlord shall turn over the Security Deposit to the receiver. If the Complex is sold by a referee in an action to foreclose a mortgage or other lien on the Complex, then Landlord shall turn over the Security Deposit to the buyer. In any such case Landlord shall notify Tenant by registered or certified mail of the fact that the Security Deposit has been so transferred and give the name and address of the party to whom it has been transferred. Once the

Security Deposit is transferred, Landlord shall be relieved of any further liability hereunder. The party to whom the Security Deposit is turned over will be responsible for repayment to Tenant.

15. **UTILITIES:** Landlord shall, at its own expense, provide sanitary sewer service, hot and cold water, light, heat, natural gas, air conditioning, electricity, and basic cable television service and internet used in the Apartment during the Term. Tenant acknowledges that Landlord cannot be held responsible for any outages, interruptions or fluctuations in utility service that are provided to the Premises, and that Tenant has no right to claim constructive eviction or to receive any offset or reduction of rent or diminished rental value of the Unit or Apartment as a result of any such outages, interruptions or fluctuations. Tenant acknowledges that each occupant of the Apartment is jointly and severally liable for all deposits and charges for any other utility services (including, telephone and commercial cable television service) used at or supplied to the Apartment that Landlord has not specifically agreed to pay. Such services shall be separately metered or billed to each occupant of the Apartment, and each occupant of the Apartment shall pay all such charges for services directly to the supplier thereof. If, however, any such services are not paid directly by each occupant of the Apartment for any reason, Landlord shall have the right, but not the obligation, to pay the charges for such services and to bill each occupant of the Apartment for the cost thereof, as determined by Landlord, as Additional Rent.
16. **LIABILITY; INDEMNIFICATION:** A. Tenant shall indemnify and hold harmless Landlord and its officers, members, shareholders, directors, employees, affiliates and agents from and against any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof, resulting from or arising out of (a) the use or occupancy or manner of use or occupancy of the Unit, the Apartment or the Complex by Tenant or any guest or invitee of Tenant or any person claiming under Tenant; (b) any activity or thing done or permitted by Tenant or any guest or invitee of Tenant in or about the Unit, the Apartment or the Complex; (c) any breach of Tenant of the terms of this Lease; and (d) any injury or damage to any person or to the property of any person, including but not limited to Tenant and his or her guests or invitees, occurring in or about the Unit, the Apartment or the Complex. Tenant's obligations pursuant to this paragraph shall survive the expiration or earlier termination of this Lease.
- B. Unless caused by the gross negligence or willful misconduct of Landlord, Landlord will not be liable to Tenant or any other party for the occurrence of any of the following:
1. Any failure of water, gas, heat, ventilation, air conditioning, light, power, telephone service or any other utility service supplied to the Unit, the Apartment or the Complex;
 2. Any injury or damage to persons or property caused by fire, bursting or leaking of water, snow, gas, sewer or steam-pipes, the elements or any other unavoidable casualty;
 3. Any injury or damage to persons or property caused by any existing or future condition, defect, matter or thing in or on the Unit, the Apartment or the Complex;
 4. Any act, omission or negligence of any person (other than Landlord) in or about the Unit, the Apartment or the Complex; or
 5. Any act of theft, burglary, vandalism, assault or other crimes.

Landlord assumes no legal obligation to pay for loss of personal property (including, but not limited to, water damage) if it occurs in the Unit, the Apartment, the Complex or on the surrounding grounds, whether occurring prior to, during or subsequent to the Term.

17. **ASSIGNMENT; SUBLETTING:** Tenant shall not assign this Lease, or sublease or permit the Unit, the Apartment or any part of the Unit or the Apartment, to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent may be given, withheld, delayed or conditioned at the sole discretion of Landlord. Landlord has no duty or obligation to find a suitable assignee, subtenant or replacement tenant in the event Tenant requests permission to assign this Lease or sublease the Unit, the Apartment or any part of the Unit or the Apartment. Any attempted assignment of this Lease or sublease in violation of this provision will be void. No assignment of this Lease, sublease of the Unit, the Apartment or any part of the Unit or the Apartment, or occupancy of the Unit, the Apartment or any part of the Unit or the Apartment, by any person other than by Tenant shall be deemed to be (a) a waiver of the provisions of this paragraph, (b) an acceptance of the assignee, subtenant or occupant as a tenant or (c) a release of Tenant from the further performance by Tenant of the obligations contained in this Lease, including but not limited to the obligation to pay Rent and Additional Rent for the then-remaining Term of the Lease. In the event that Landlord agrees to an assignment of this Lease or a subletting of the Unit or the Apartment, Tenant will remain fully responsible and liable for the payment of the Rent and Additional Rent and all other obligations hereunder for the remainder of the Lease Term.
18. **CONDITION OF UNIT, APARTMENT AND AMENITIES:** Tenant acknowledges that the Unit, the Apartment and the Amenities have been rented in good order and repair. Tenant acknowledges that upon delivery of possession of the Unit, Tenant shall inspect the Unit, the Apartment and the Amenities, and notify Landlord in writing of any defects or deficiencies related thereto within forty-eight (48) hours of the Commencement Date. If Tenant fails to provide Landlord with such written notice, then the Unit, the Apartment and the Amenities shall be deemed to have been delivered in good order and repair, intact and not otherwise damaged. Except as otherwise herein provided, Tenant agrees that it has accepted the Unit, Apartment and the Amenities “as-is”.

This Lease sets forth the entire understanding between Landlord and Tenant. Tenant has not relied and is not relying upon any information, statement, document, brochure or other literature, representation, guaranty or warranty, made by Landlord or any representative of Landlord or sales agent by or on behalf of Landlord.

LANDLORD MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, SUITABILITY, DURABILITY OR OPERABILITY OF THE AMENITIES, AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LANDLORD MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE AMENITIES.

19. **CARE OF UNIT, APARTMENT AND AMENITIES:** Tenant shall take good care of the Unit, the Apartment, the Amenities and the Complex and all other fixtures and appurtenances associated therewith, and shall not cause any damage or nuisance to, in, on or about the Unit, the Apartment, the Amenities or the Complex. The Unit shall be maintained by Tenant at all times in a manner that shall not damage the Unit nor pose a danger to other tenants of the Complex. The Apartment shall be

maintained by Tenant and the other occupants of the Apartment at all times in a manner that shall not damage the Apartment nor pose a danger to other tenants of the Complex. Landlord shall repair and maintain the Unit, the Apartment, the Complex and Amenities; provided, however, that to the extent that any such repair or maintenance is necessitated by or because of default, misuse, intentional acts or negligence of Tenant, or Tenant's guests or invitees, Tenant shall reimburse Landlord for the cost thereof. No property or equipment of Landlord may be disconnected or removed for any purpose whatsoever without the written permission of Landlord. Tenant acknowledges and agrees that each occupant of the Apartment shall be jointly and severally liable for any damage to or destruction of the Apartment Common Areas and Apartment Amenities. Tenant further acknowledges and agrees that each occupant of the Apartment shall be jointly and severally liable for any damage to or destruction of the Complex common areas or the amenities situated therein, caused by any occupant of the Apartment or any guests or invitees of any occupant of the Apartment.

Landlord reserves the right of entry into the Apartment and each Unit therein by authorized personnel in the event of an emergency, as necessary for maintenance and upkeep of the Unit, the Apartment and the Complex, and otherwise as necessary to assure and maintain proper sanitary and safety conditions. Landlord shall arrange for the Apartment and Unit to be exterminated on an "as needed" basis for the prevention of insect and other pest infestation. When any such measures or any repairs are undertaken by Landlord and Tenant agree to provide access for, and to comply with the directions of, Landlord. Neither Rent nor Additional Rent shall be reduced because of any such measures or repairs, unless required by applicable law.

During reasonable hours and with reasonable notice, Landlord may also enter the Apartment and Unit: (a) to show to persons who may wish to become owners or lessees of the entire Complex or may be interested in lending money to Landlord, or (b) if during the last month of the Lease Tenant has moved out and removed all or substantially all of Tenant's property from the Unit, Landlord may enter to make changes, repairs or redecorations; Tenant's Rent and Additional Rent will not be reduced for that month, and this Lease will not be ended by Landlord's entry.

If at any time Tenant is not personally present to permit Landlord or its representatives to enter the Unit or Apartment and entry is necessary or allowed by law or under this Lease, Landlord or Landlord's representatives may nevertheless enter the Unit or Apartment and by force in an emergency. Landlord will not be responsible to Tenant unless during this entry, Landlord or Landlord's representative is negligent or misuses Tenant's property.

20. **USE OF THE UNIT:** The Unit is to be used exclusively by Tenant as Tenant's living quarters, and in a manner that will not injure or disturb other tenants of the Complex. Commercial use of the Unit or the Apartment, soliciting in or on the grounds of the Complex or posting of commercial notices is forbidden except with prior written permission of Landlord, which may be withheld, conditioned or delayed in Landlord's sole discretion. Tenant and Tenant's guests and invitees shall comply with all laws, government regulations and rules set forth by Landlord or any applicable governmental authority. All parties living in said apartment must be a party on the applicable, executed Lease, with the exception of minor children. Tenant may allow guests to stay in the Unit on a temporary basis upon the consent of all roommates in the applicable Apartment for a maximum of seven days per calendar month. Landlord reserves the right to exclude from the Complex any of Tenant's occupants, guests, invitees and others that violate this Lease or any of the rules and regulations governing the Complex.

Landlord also reserves the right to exclude anyone who disturbs other residents or Landlord's employees and agents, as well as anyone Landlord reasonably believes represents a potential threat to other residents or to Landlord's employees and agents. Landlord may also exclude from the Complex any person who refuses to show photo identification or to identify himself or herself as a resident, occupant or guest. Landlord may deny Tenant or any person access to the Complex, Apartment or Unit, including by changing the locks, if any court or legal order restrains or bars Tenant or such person from the Complex, Apartment or Unit.

21. **ALTERATIONS:** Tenant shall make no alteration to the Unit, the Apartment or any of the Amenities of any nature whatsoever without Landlord's prior written consent (which consent shall be in Landlord's sole and absolute discretion). In amplification and not in limitation of the foregoing, Tenant shall not move, remove, disconnect or install the Amenities or any other major appliance without the prior written consent of Landlord (which consent shall be in Landlord's sole and absolute discretion).
22. **HOLDOVER:** On the last day of the Term, or on the sooner termination thereof as permitted hereunder, Tenant shall peaceably and quietly leave, surrender and yield up unto Landlord the Unit, broom clean, in good order and repair, ordinary wear and tear excepted, as well as all keys, access cards and remotes. All property not removed by Tenant shall be deemed abandoned by Tenant. If the Unit is not surrendered at the end of the Term, Tenant shall indemnify Landlord against any and all loss or liability resulting from delay by Tenant in so surrendering the Unit, including, without limitation, any claims made by any succeeding tenant founded on such delay, and Tenant shall pay to the Landlord for use and occupancy of the Unit an amount equal to 150% of the last Rent in effect plus all Additional Rent reserved herein for the period during which Tenant so remains in possession. No month-to-month tenancy shall be created by Tenant's holding over. Tenant will not be considered as having moved out, vacated and surrendered the Unit until Tenant has removed all of Tenant's personal belongings from the Unit and Apartment and returned all keys, access cards and remotes to Landlord.
23. **CASUALTY; CONDEMNATION; PUBLIC TAKING:** If either the Unit or the Apartment shall become uninhabitable by reason of natural disaster or fire, accident or other casualty not caused by the negligence or willful misconduct of any occupant of the Apartment, or any guest or invitee of any occupant of the Apartment, either the Rent herein shall be suspended or Landlord will provide alternative housing until the Unit or the Apartment, as the case may be, has been restored to habitable condition. If the Unit or the Apartment becomes uninhabitable by fire, accident, casualty or any other reason caused by the negligence or willful misconduct of any occupant of the Apartment or any guest or invitee of any occupant of the Apartment, the Rent will not be abated, but shall be continued as if the Unit or the Apartment, as the case may be, was habitable and Landlord will not provide alternative housing. This paragraph shall supersede the provisions of New York Real Property Law Section 227. In any case, Landlord shall not be obligated to rebuild or restore the Unit or the Apartment and shall elect, in its sole discretion, whether to rebuild or restore the Unit or Apartment. No penalty shall accrue against Landlord for any reasonable delay in rebuilding or restoring the Unit or Apartment by reason of adjustment of insurance proceeds, labor disputes, or any other cause beyond Landlord's reasonable control. If Landlord elects to not rebuild or restore the Unit or Apartment or if the Unit or Apartment are substantially or totally destroyed, Landlord can elect to terminate the Lease on thirty (30) days written notice. Landlord can also elect to terminate the Lease on thirty (30) days written notice if it decides to tear down the Complex or to substantially rebuild it after a fire, accident or other

casualty in the Complex, even if the Apartment or Unit has not been damaged. Landlord shall deliver any notice of termination within sixty (60) days after the date of damage to the Unit, Apartment or Complex, as the case may be.

The entire Complex or a part of it can be acquired or condemned by any government or government agency for a public or quasi-public use or purpose. If this happens, the Lease shall end on the date the government or agency takes title. Tenant shall have no claim against Landlord for any damage resulting. Tenant agrees that by signing this Lease, Tenant assigns to Landlord any claim against the government or government agency for the value of the unexpired portion of this Lease.

24. **PETS:** Tenant shall not have any pets on the property on which the Complex is situated. Tenant shall not bring or feed any cats, dogs or other animals in or about the Unit, the Apartment or the Complex. In the event Tenant permits an animal to enter the Unit, the Apartment or the Complex, Tenant shall be solely responsible for, and Tenant shall reimburse Landlord as Additional Rent for the cost of any cleaning, repair or replacement of any part of the Unit, the Apartment or the Complex deemed necessary by Landlord at its sole discretion. This clause shall not be applicable to service animals, provided Tenant furnishes Landlord in advance with a certificate of need.

25. [intentionally deleted]

26. **RULES AND REGULATIONS:** Tenant and his/ her guests and invitees shall at all times observe faithfully, and comply strictly with, the rules and regulations adopted by Landlord, a current copy of which is attached hereto as Exhibit A. Landlord may from time to time reasonably amend, delete or modify existing rules and regulations, or adopt reasonable new rules and regulations for the use, safety, cleanliness, and care of the Unit, the Apartment or the Complex, and for the comfort, quiet and convenience of occupants of the Complex. In the event of any breach of any rules or regulations or any amendments or additions to such rules and regulations, Landlord shall have all remedies that this Lease provides for default by Tenant hereunder, and shall in addition have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. Landlord shall not be liable to Tenant for any violation of such rules and regulations by any other tenant or his/her invitees or any other person, nor shall Landlord be liable to Tenant for a breach by any other tenant of the terms and conditions of such other tenant's lease. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of this Lease shall govern.

Notwithstanding anything to the contrary in this Lease, Tenant hereby acknowledges that the following are strictly forbidden and shall constitute a default under this Lease: any illegal activity on the property, including, but not limited to, the sale, possession or manufacture of illegal drugs or drug paraphernalia; permitting the Unit or Apartment or any portion thereof to be used for, or facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is Tenant or a guest of Tenant or otherwise; acts of violence or threats of violence, including, but not limited to, the storage or possession, or unlawful discharge of, firearms in the Unit, Apartment or Complex; possession or use of volatile solutions, explosives, fireworks or other dangerous materials; the use of halogen touchier lamps or electrical heating devices; damaging or disabling of fire safety equipment; failure to report malfunctioning fire safety equipment; damaging or disabling of security alarm equipment; failure to report malfunctioning security alarm equipment; and

setting a fire. Tenant is obligated by this Lease to evacuate promptly during any fire alarm, whether a drill or not.

If Landlord permits Tenant to use any storeroom, common area, laundry or other facility located in the Complex but outside of the Apartment, the use of this storeroom or common area or facility will be at Tenant's own risk, except for loss suffered by Tenant due to Owner's gross negligence. Tenant will do nothing to interfere or make more difficult Landlord's efforts to provide Tenant and all other occupants of the Complex with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of anyone under Tenant's direction shall not be a breach of this Lease by Landlord.

27. **LEASE EXPIRATION:** This Lease shall not automatically renew upon the expiration of the Term.
28. **SUBORDINATION:** This Lease and Tenant's rights under this Lease are subject and subordinate to any ground lease or underlying lease, mortgage or other lien encumbrance or indenture, together with any renewals, extensions, modifications, consolidations and replacements of any of them (each a "Superior Lien"), that now or at any subsequent time affects the Unit, the Apartment or the Complex or any interest of Landlord in the Unit, the Apartment or the Complex or Landlord's interest in the Lease (except to the extent the recorded instrument evidencing the Superior Lien expressly provides that this Lease is superior to the Superior Lien). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Tenant shall execute and deliver upon demand by Landlord such further instruments requested by Landlord or any ground lessor, underlying lessor, mortgagee or holder of any instrument described in this paragraph to confirm or effect such subordination, and hereby unequivocally appoints Landlord as the true and lawful attorney-in-fact of Tenant to execute and deliver any such instrument or instruments for and in the name of Tenant. Tenant also agrees to sign (if accurate) a written acknowledgment to any third party designated by Landlord that this Lease is in effect, that Landlord is performing Landlord's obligations under this Lease and that Tenant has no present claim against Landlord. Foreclosure of any mortgage or any sale or other transfer of the Complex will not constitute a constructive eviction and, in the event of such action, Tenant will continue to pay Rent and Additional Rent and perform its obligations under this Lease. Upon any foreclosure or sale, provided that Landlord has given Tenant written notice of the name and address of the new owner, Landlord will be released from all obligations under this Lease that accrue after the date of the foreclosure or sale and Tenant will look solely to the then-current owner for the performance of Landlord's duties hereunder.
29. **DEFAULT:** The occurrence of any one or more of the following will constitute a default and breach of this Lease on the part of Tenant (each, an "Event of Default"):
- A. Tenant vacates or abandons all or any part of the Unit or does not take possession of or move into the Unit within fifteen (15) days after the Commencement Date;
 - B. Tenant defaults in the payment of Rent, Additional Rent, or other sums due hereunder when due and payable, and such default continues for ten (10) days following written notice thereof;
 - C. Tenant fails to observe or perform any of the covenants, conditions or provisions of this Lease to be observed and performed by Tenant, and such default continues after written notice thereof for ten (10) days (provided, however, that if Tenant is unable, by reason of the nature of

the default, to cure such default within such ten (10) day period, Tenant's time to cure such default shall be extended for so long as Tenant diligently proceeds in good faith with its efforts to cure such default);

- D. Tenant or any of Tenant's guests or invitees engages in disorderly, illegal or criminal behavior in or about the Unit, the Apartment or the Complex;
- E. Tenant possesses any handguns, firearms or weapons of any type, or any explosive, flammable or extra-hazardous substances, or any article or thing of a dangerous nature in, or about the Unit, the Apartment or the Complex;
- F. Tenant or any of Tenant's guests or invitees creates a nuisance in or about the Unit, the Apartment or the Complex;
- G. Tenant or any of Tenant's guests or invitees misuses alcohol in violation of the laws of the State of New York or Landlord's rules and regulations;
- H. Tenant or any of Tenant's guests or invitees fails to observe or comply with Landlord's rules and regulations or code of conduct;
- I. Tenant or any of Tenant's guests or invitees engages in the illegal manufacture, sale, possession or use of narcotics, hypnotics, stimulants, hallucinogens or other controlled substances, drugs or chemicals in or about the Unit, the Apartment or the Complex;
- J. Tenant is unable or refuses to comply with the requirements of living in a student residence environment;
- K. Landlord applies or retains any part of the Security Deposit held by it hereunder in accordance with the terms hereof, and Tenant fails to deposit with Landlord the amount so applied or retained by Landlord, within ten (10) days after notice by Landlord to Tenant stating the amount applied or retained;
- L. Tenant is declared bankrupt or insolvent according to law, or files a voluntary petition in bankruptcy or insolvency, or any assignment of Tenant's property is made for the benefit of Tenant's creditors; or
- M. Tenant or any of Tenant's guests or invitees damages the Unit, the Apartment or the Complex.

30. LANDLORD'S RIGHTS AND REMEDIES UPON TENANT'S DEFAULT: Upon the occurrence of an Event of Default, Landlord may do any or all of the following:

- A. Take any action permitted at law or in equity;
- B. Cause such Default to be corrected. Any sums expended by Landlord in so correcting Tenant's Default shall become immediately due as Additional Rent under this Lease; and
- C. Serve a written five (5) days' notice of cancellation of this Lease upon Tenant, and upon the expiration of said five (5) day period, the Term shall expire and Tenant shall then quit and surrender the Unit and the Apartment to Landlord, but Tenant shall remain liable as hereinafter

provided. Upon the giving of such notice and the expiration of said five (5) day period, Landlord may without notice, re-enter the Unit or the Apartment, as the case may be, either by force or otherwise, and dispossess Tenant, any legal representative of Tenant or any other occupant of the Unit or the Apartment claiming through Tenant by summary proceedings or otherwise, and remove any equipment or property of Tenant or such other party and hold the Unit and the Apartment as if this Lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

If the Term shall expire due to the occurrence of a Default and the giving of notice as provided herein, or if Tenant shall be ejected, dispossessed or removed from the Unit or the Apartment by summary proceedings or otherwise, then (a) Tenant shall pay to Landlord all items of Rent and Additional Rent payable under this Lease by Tenant to Landlord prior to the date of termination, (b) Landlord may retain all monies, if any, paid by Tenant to Landlord, whether as prepaid Rent, a security deposit or otherwise, which monies, to the extent not otherwise applied to amounts due and owing to Landlord, shall be credited by Landlord against any damages payable by Tenant to Landlord, (c) Tenant shall pay to Landlord, in monthly installments, on the days specified in this Lease for payment of installments of Rent and Additional Rent, any Deficiency (as defined below), and (d) Landlord may, but shall not be obligated to, relet the Unit on such terms and conditions and for such periods of time as Landlord may in its sole discretion determine (which may be a higher or lesser rent than the Rent charged hereunder and which may be for a period of time ending before or after the Expiration Date hereunder). Whether the Unit is relet or not, Tenant shall be liable to Landlord for the difference (the "Deficiency") between (i) the Rent and Additional Rent under this Lease and (ii) the amount, if any, of the rents collected in any later lease or leases of the Unit for what would have been the remaining period of the Lease after first deducting Landlord's expenses for advertisements, the cost of putting the Unit in good condition for re-rental and related fees including but not limited to attorney's fees. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Landlord's right to collect the damages for a later month by a similar action. If the rent collected by Landlord from a subsequent tenant of the Unit is more than the unpaid rent and damages which Tenant owes Landlord, Tenant shall not be entitled to the difference. Landlord's failure to relet to another tenant will not release or change Tenant's liability for damages, unless the failure is due to Landlord's deliberate inaction. Tenant hereby expressly waives any and all rights of redemption in the case Tenant shall be dispossessed or evicted for any cause.

In all cases, Landlord reserves the right to report Tenant's payment history, outstanding balances, returned item fees, late fees, defaults, and other payment-related activity to consumer reporting agencies who track such information. If Landlord elects to terminate the Lease pursuant to this Section 30, then such termination will be without prejudice to any other remedies Landlord may have under applicable law.

The provisions of this Section 30 shall survive the expiration or earlier termination of this Lease.

31. **END OF TERM:** At the expiration of the Term, or upon the earlier termination hereof, Tenant shall surrender the Unit, the Apartment and the Amenities to Landlord in the same condition as existed on the Commencement Date, reasonable wear and tear excepted. If any of the foregoing is not returned

in such condition, Landlord reserves the right to charge Tenant for the costs of repair or replacement. Tenant shall not be responsible for reasonable wear and tear; however, Tenant is responsible for replacement of any damaged or missing items and for payment of all costs to clean or repair any portion of the Unit, Apartment or Amenities, including but not limited to carpeting, flooring, wall coverings, paint, counters, trim, window treatments, doors, windows or appliances, which are damaged, dirty or unsanitary. Cleaning and repair of any damage due to smoking of any kind are not considered ordinary wear and tear. Tenant shall remove all of its personal property from the Unit and the Apartment on or before the expiration or earlier termination of the Term. Upon such removal Tenant shall immediately, at its sole expense, repair and restore all damage caused by the removal of its property. Tenant must also remove at its own expense any installation, attachment or alteration made in the Unit or Apartment, even if it was done with Landlord's consent, and at Tenant's own expense restore and repair to its original condition those portions of the Unit or Apartment affected by the installations, attachments, alterations and removals; upon default thereof, Tenant shall reimburse Landlord for Landlord's reasonable cost of repairing and restoring such damage. Any property not removed by Tenant as required hereunder shall be deemed abandoned, and Landlord may in all cases at Tenant's expense and without notice to Tenant and without accountability to Tenant (a) remove and store such property or (b) remove and dispose of such property.

32. **NOTICES:** Any legal notice given by either party to the other pursuant to this Lease or applicable law shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by certified mail in a post-paid envelope or overnight courier such as Federal Express, addressed (a) if to Tenant, at the Apartment and (b) if to Landlord at 7 Court Street, Binghamton, New York 13901. Notices shall be deemed given upon actual receipt or notice that same has been refused.
33. **ENTIRE AGREEMENT:** The terms and conditions contained herein, along with the contents of Landlord's Rules and Regulations, which has been provided to Tenant with this Lease, constitute the entire agreement between Tenant and Landlord and no modification, waiver, or amendment of this Lease or any of its terms, conditions, or covenants shall be binding upon the parties unless made in writing and signed by Tenant and Landlord. In the event of any conflict between the provisions of this Lease and the Rules and Regulations, the provisions of this Lease will govern.

The parties agree that the application for this Lease, including all statements and promises contained in it, shall be made a part of this Lease. Tenant warrants that the information given by Tenant in the application is true and correct. If any information contained in the application shall be false, same shall constitute a default hereunder.

34. **SUCCESSORS BOUND:** The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors, legal representatives and assigns.
35. **INSURANCE:** Tenant understands and agrees that Tenant is required to and shall secure a renters insurance policy covering his or her personal property located in the Apartment for the entire Term of this Lease. Tenant must furnish proof of insurance to Landlord on or before the Commencement Date of the Lease. Tenant further understands that Landlord shall not reimburse Tenant for damages to Tenant's personal property.
36. **JOINT AND SEVERAL OBLIGATIONS:** If this Lease is executed by more than one person or entity as Tenant then in that event all the obligations of Tenant under this Lease shall be joint and several.

37. **SEVERABILITY:** Unenforceability for any reason of any provision or provisions of this Lease shall not limit or impair the operation or validity of any other provision of this Lease.
38. **ATTORNEY'S FEES:** In the event that Landlord shall commence any legal action or proceeding, including but not limited to summary proceedings or an action for declaratory relief, against Tenant by reason of the failure of Tenant to perform or keep any term, covenant or condition of this Lease by it to be performed, Landlord, if it is the prevailing party in said action or proceeding, will be entitled to recover, in addition to any amounts to which it is entitled under this Lease, all costs and attorneys' fees relating to such legal action or proceeding, and such recovery shall include court costs and attorneys' fees on appeal. As used herein, "prevailing party" means the party in whose favor a final judgment is rendered. All such costs and fees under this paragraph shall be paid by Tenant to Landlord as additional rent within 30 days after receipt of Landlord's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Landlord for the same amount as damages.
39. **WAIVER OF JURY TRIAL:** LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE UNIT OR APARTMENT, THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE. If Landlord commences any summary proceeding against Tenant, Tenant will not interpose any counterclaim of any nature or description in any such proceeding (unless failure to interpose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant.
40. **MARGINAL HEADINGS / CAPTIONS:** Marginal headings and captions of this Lease are not a part hereof and have no effect upon the construction or interpretation of any part of this Lease.
41. **CUMULATIVE REMEDIES:** No remedy or election hereunder shall be deemed exclusive but shall be cumulative with all other remedies pursuant hereto, at law or in equity.
42. **GOVERNING LAW:** This Lease shall be construed in accordance with and governed by the internal law of the State of New York, without regard to principles of conflict of laws.
43. **WAIVER:** The failure or delay of Landlord to enforce any term, condition or provision of this Lease, or to exercise any right herein conferred to Landlord in any one or more instances shall not be deemed a waiver or relinquishment of any right or remedy that Landlord may have under this Lease.
44. **LIMIT ON LANDLORD'S LIABILITY:** Tenant agrees to look solely to Landlord's interest in the Complex for the collection of any judgment or other judicial process requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed or performed by Landlord. No other assets of Landlord, or Landlord's partners, officers, members, shareholders, directors, employees, affiliates or subsidiaries shall be subject to levy, execution or other procedure for the satisfaction of Tenant's remedies. No claim for any remaining deficiency shall ever be asserted against the partners, officers, members, shareholders, directors, employees, affiliates or subsidiaries of Landlord or their respective

successors and assigns. In the event of any act or omission by Landlord whereby Tenant would have the right to damages from Landlord or the right to terminate this Lease by reason of a constructive or actual eviction from all or part of the Unit, Tenant shall not sue for any damages or exercise any such right to terminate until Tenant shall have first given written notice of such act or omission to Landlord and a reasonable period of time (not less than 30 days) for commencing to remedy such act or omission shall have elapsed following the giving of such notice, during which time Landlord shall be entitled to enter into the Apartment and the Unit and do therein whatever may be necessary to remedy such act or omission. Landlord shall not be liable to Tenant for any inability to provide or delay in providing any services or in making any repairs to the Complex, Apartment, Unit or Amenities because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Landlord's reasonable control.

45. **VENUE:** Any action, proceeding or suit brought hereunder shall be brought in the County in which the Complex is located.
46. **DISCLOSURE:** To the extent permitted by applicable law, we may provide information about you, your co-residents, or any of your occupants to third parties such as law enforcement personnel, future landlords, mortgagees, attorneys, collection agencies and consumer reporting agencies for law-enforcement, governmental, credit, rent payment history or other business purposes.

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BY SIGNING THIS LEASE BELOW, TENANT AGREES THAT HE OR SHE HAS READ AND UNDERSTANDS ALL THE TERMS AND CONDITIONS OF THIS LEASE, AND HAS RECEIVED THE FOLLOWING:

- (1) A Signed Copy of this Lease;
- (2) A Copy of Exhibit A: Current Rules and Regulations.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed and delivered as of the date first above written.

LANDLORD:

CHENANGO PLACE, LLC

Signature

Title:

Date:

TENANT:

Signature

Date:

EXHIBIT A

Current Rules and Regulations:

CHENANGO PLACE RULES OF TENANT CONDUCT:

COMPLIANCE WITH RULES AND REGULATIONS: Tenant, Tenant's family, employees, agents and guests, will observe and comply with the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further reasonable rules and regulations as Landlord may adopt. It is further agreed that Landlord may modify these rules and regulations and that a violation of the rules and regulations is a default under this Lease.

GENERAL:

ANIMALS AND PETS of any kind are not permitted on or about the Unit, Apartment and Complex. The only exception will be for registered certified guide animals required by Tenants with a documented need for such in accordance with applicable laws.

SOLICITATION of any nature is not permitted on the Unit, Apartment and Complex, including, but not limited to peddling door to door, posting fliers on apartment doors or vehicles, distributing handbills, fliers or circulars. Fliers may be placed on community bulletin boards in the Complex.

PARKING: Only vehicles with a valid Chenango Place parking sticker, properly displayed, will be permitted to park on the Complex. Any vehicle or other property parked on the premises without a valid parking sticker will be towed at owner's risk and expense. One parking sticker will be distributed per tenant as designated parking space allows. Guests must register with Landlord and obtain a permit to park. Residents are only allowed to park in designated parking spaces which are those spaces that display the CP logo. Motorcycles must park in the designated motorcycle parking area and may not park on the asphalt.

USE OF UNIT:

BEDROOM ASSIGNMENTS within the Apartment are a condition of the Lease and may not be changed, traded or otherwise altered from that stated on the Lease. Prior to moving in to your room, verify that the letter located on the entrance door matches that on our lease to ensure that you are moving in to the correct bedroom.

WATERBEDS are not permitted in the Unit or Apartment.

MATTRESS COVER: Each Tenant is required to purchase and install a waterproof mattress cover on the mattress in his/her room.

DART BOARDS are not permitted in the Apartment.

WALLS:

- a) Double-sided tape is extremely damaging to the walls and woodwork and is not to be affixed in any manner in any area of the Apartment.
- b) Small finishing nails, no larger than 2d, may be used to display pictures, but must be kept to a maximum of eight (8) per each room within the apartment. Tenant will be charged for the patching and repair of screw holes, excessive nail holes and related drywall damage.
- c) Stick-um may be used to hang posters, however, only the white or gray color may be utilized.
- d) Mirrors are not to be affixed to the walls, doors or any part of the Unit or Apartment and Tenant shall be charged for the removal of such.
- e) Painting and wallpapering of any nature is not permitted.

INSTALLATION OF ADDITIONAL FIXTURES OR APPLIANCES including but not limited to washing machines, dryers, dishwashers, and air conditioners is not permitted.

FIRE HAZZARDS: Gas and charcoal grills are not permitted inside of units, or on balconies or patios and may not be stored in any common areas upon the property, nor may any type of accelerant, fuel or other combustible material that would increase the risk of fire, be stored in the Apartment or in any common areas on the Complex. Kerosene heaters are not permitted in the Apartment or Complex. No objects at all may be stored in the utility closet which houses the hot water tank and furnace.

WINDOWS, SILLS:

- a) Tenant must not throw or drop any item of any nature out of the windows or doors.
- b) No signs, flags, lights, decorations, advertisements, paper, banners, or article of any type may be affixed to or displayed on the exterior windows nor may any items be suspended outside of the building.
- c) Landlord will provide mini-blinds for each exterior window and door and this must be the only object seen in the window or door from the outside to maintain the uniform appearance of the property.
- d) Tenant(s) shall be billed actual replacement cost for any windows panes that are broken after they take occupancy of the Unit and Apartment.
- e) Cigarette butts are not to be thrown out of windows or on the ground anywhere on the Complex nor may cigarettes be extinguished on any part of the building. There shall be no smoking in the Apartments.

LOCKS: Each apartment door and bedroom door is equipped with a deadbolt. Under no circumstances may tenant change any of the locks on the Unit or Apartment.

CONDUCT:

- a) All exterior windows and doors must remain closed when a stereo or any type of music or instrument is being played so as not to disturb the other residents in the community.
- b) No noisy or disorderly conduct annoying or disturbing to other occupants of the Complex shall be permitted.
- c) Kegs of alcohol are absolutely banned from the Complex under any circumstances.



- d) Firearms and any type of explosive or incendiary device is expressly prohibited from the Complex, including but not limited to the parking lots, grounds, common areas or any part of the apartment homes.

SANITATION: Tenant must keep the Unit and Apartment in a neat, clean, sanitary condition at all times.

COMMON AREAS:

- a) **GARBAGE** must be taken directly from the unit to the marked garbage chutes or garbage rooms on each floor provided for that purpose. Trash bags, refuse and/or personal property may not at any time be left outside of the apartment door or placed anywhere else upon the Complex. There will be a \$50.00 charge per bag for violation of this policy.
- b) **SMOKING** is not permitted in the Apartments, interior common areas of all buildings or in the elevators.
- c) **BICYCLES** may not be ridden inside of the buildings and must be clean and free of dirt, mud and any debris before being wheeled into the building.
- d) Tenant, Tenant's family, employees, guests and agents may not play in common area hallways, stairways, elevators or study lounges.

Additional Rules and Regulations may be implemented during the course of the lease. Tenant will be notified in writing of any such additions.

Tenant agrees to pay the following fees when applicable:

- | | |
|---|---|
| a) Late Rent Fee:
(if rent is received after the 5th day of the month) | \$50.00 |
| b) Lock Change Fee: | \$50.00 |
| c) Key replaced due to loss or theft: | \$50.00 for fob; \$35.00 for key |
| d) Bookkeeping Fee on Returned Check | \$35.00 |
| e) Maintenance (when due to tenant damage)
minimum) | \$25/hr plus materials (1 hour minimum) |
| f) Cleaning Charge (applicable after move-out) | \$20/hr |
| g) Transfer to new unit Fee | \$200.00 |
| h) Lock out up to 10:00pm (when office is closed) | \$25.00 |
| i) Lock out after 10:00pm (when office is closed) | \$50.00 |
| j) Note Office Closed: When the office is not running on normal operations schedule and on-call staff needs to be called in | \$50.00 |
| k) Non-return of Apartment or mail key at move out | \$50.00 for fob; \$35.00 for key |



Roommate Matching Profile

Chenango Plaza Apartments

Name: _____

E-Mail Address: _____

Cell Phone #: _____

Permanent Phone #: _____

I am enrolled at _____

Anticipated Graduation Date: _____

Major(s) _____

Greek Society: _____

_____ In 2015/2016, I will be a: Freshman Sophomore Junior Senior
Grad Student

Med Student Non-Student

I prefer to live with: Male Only Females Only Co-Ed

Choose the responses that suit you best for each category. To find your best match, your honesty will be critical. This profile is used only for roommate matching purposes.

Smoking: I require a non-smoking environment. Notwithstanding anything to the contrary set forth herein, there shall be no smoking permitted in the Units and Apartments.

Studying: I prefer to study in my bedroom. I prefer to study at the dining room table or in the living room. I prefer to study on campus. I study daily. I study infrequently. I study 2-5 days per week.

Schedule: I prefer to get an early start with morning classes. I prefer to sleep late and attend evening classes. I generally stay up late. I go to bed early and count on a good sleep.

Cooking: I plan to cook daily. I cook on a regular basis. I enjoy cooking for others. I will not do much cooking.

Cleaning: I always pick up after myself and clean daily. I am mostly neat; I clean about once a week. I have a tough time getting motivated to clean.



Noise: People consider me to have a quiet nature. People would say I typically live up a room with loud music and an outgoing personality I am neither quiet nor loud, just average.

Social: I am most comfortable around mellow, academic types I am most comfortable with outdoorsy, athletic friends I am most comfortable within the trendy campus crowd I am most comfortable around creative, theatrical, expressive people I prefer friends with similar interests in technology and video gaming

Drinking: I am not of age to drink legally. I prefer an alcohol-free environment. I prefer to live in an environment where alcohol is acceptable.

Guests: I plan to have overnight guests (in accordance with the lease) and do not mind if my roommates do the same I prefer to minimize overnight guests but understand the lease allows short-term guests.

Activities: On **weeknights** I like to: Watch TV Study Enjoy a workout Hang out at home with friends Have my boy/girlfriend as an overnight guest Go out

On **weekends** I like to: Watch TV Study Enjoy a good workout Hang out at home with friends Have my boy/girlfriend as an overnight guest Go out

The single most important trait for my potential roommate is _____



Names of requested roommates:

1. _____
2. _____
3. _____

BY SIGNING BELOW I REPRESENT THAT I UNDERSTAND AND AGREE TO THE FOLLOWING:

- 1) Requests for roommates and bed assignments will be accommodated when possible but cannot be guaranteed.
- 2) Landlord will utilize this information to select the closest possible roommate match based on the pool of other applicants requesting a roommate-match based on the date I sign a lease, but that an exact match may not be available. (Roommate gender and smoking preference will always be the priority matching criteria)
- 3) I give my permission to Landlord to release my profile information, including contact information, to all prospective roommates.
- 4) My permission is not required to lease vacant bedrooms in the apartment and a new roommate may move in without prior notice.
- 5) I understand that roommate compatibility cannot be guaranteed and agree to participate in any mediation necessary should a conflict arise with the occupants of my apartment.
- 6) I understand that I can be required to relocate to another apartment in the event that I fail to participate in mediation or when mediation efforts do not resolve roommate conflicts.

Applicant Signature: _____ **Date:** _____