



## **RESIDENT SELECTION CRITERIA STUDENT HOUSING**

In an effort to achieve our goal of providing the housing environment you desire, all prospective applicants are required to meet established criteria to be considered for residency. The community uses great care and will always abide by Federal, State and Local Fair Housing Laws when processing all potential resident applications.

- A valid state or federally issued photo I.D. is required from all Applicants 18 years of age or older prior to showing any rental home.
- Where applicable, to qualify for residency, the Applicant must be currently enrolled and in good standing with the University.
- Occupancy standards are one (1) person per bedroom unless stated otherwise.
- Each Applicant must be of legal age to enter into a binding contract based on prevailing state law.
- Guarantors are required on student housing properties. If a guarantor is not available, resident must pay the entire lease amount in full prior to taking possession of the property.
- Incomplete or falsified documentation will result in denial of the application.

The Rental Application Fee is Non-Refundable, regardless of the circumstances. Please review these policies carefully before submitting an application. We will consider all applications.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date



**LEASE APPLICATION**

*Application is for information only and does not obligate landlord to execute a lease or deliver possession to proposed resident(s).*

<b>Reservation fee: \$100.00 non-refundable</b>	<b>Check or Money Order Only</b>
<b>Deposit: \$200.00</b>	<b>Payable to: University Plaza Apartments</b>

**Name: Mr. or Miss (circle one)** \_\_\_\_\_

**Permanent Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **St:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Home Phone:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_

**Local Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **St:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Cell Phone:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_

**Driver's License Number:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ **Student ID #** \_\_\_\_\_

**Date of Birth:** \_\_ / \_\_ / \_\_\_\_ (month/day/year)

**Current Class Standing (circle one):**      **Graduate**    **Senior**    **Junior**    **Sophomore**    **Freshman**

**Anticipated Graduation Date:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Anticipated Move-In Date:** \_\_\_\_\_

**Parent or Guardian for Emergency Contact: (Circle one)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **St:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Home Phone:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_

**Employer:** \_\_\_\_\_

**Work Phone:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_

**Please select your Floor Plan preference below.** Rank preferences below by placing a 1 for your 1<sup>st</sup> choice, 2 for your 2<sup>nd</sup> choice, etc. Room assignments are based upon availability, submittal of application and Guaranty of Lease, application approval, payment of all fees and security deposit, and execution of Lease Agreement.

Choice	Bedrooms	Baths	Requested Roommates
	2	2	
	3	2	
	4	2	
	Garden 4	4	
	Loft 4	4	

**INSTRUCTIONS: To complete the application process:**

**Submit completed application with payment of all fees and deposit, and return the signed Guaranty of Lease form within seven (7) days. All fees should be in the form of a check or money order; made payable to University Plaza Apartments. The security deposit should be in a *separate* money order or personal check. Mail to University Plaza Apartments, 4710 Vestal Parkway East, Vestal, New York 13850.**

**By signing below, I represent that:**

- a) All information contained herein is true and correct.
- b) I understand a financially responsible Guarantor is required who must meet the required credit/income criteria. Failure to provide a qualified Guarantor will entitle us to refuse your application for that reason and to retain applicable fees.
- c) It is also understood that Landlord will run a credit check on the Guarantor and a criminal background check on the Applicant to determine application approval.
- d) My permission is not required to lease vacant bedrooms in the apartment assigned to me.
- e) Roommate compatibility is not guaranteed.

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Staff Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





**University Plaza Apartments  
LEASE AGREEMENT**

**2 Bedroom / 2 Bath Garden**

- 1. DATE:** The date of this Lease Agreement is \_\_\_\_\_.
- 2. LANDLORD:** The Landlord is University Plaza, LLC, by its agent, Ambling Management Company.
- 3. TENANT:** The Tenant is \_\_\_\_\_.
- 4. DWELLING UNIT:** Subject to the terms and conditions set forth in this Lease Agreement, the Landlord agrees to rent to the Tenant, and the Tenant accepts from the Landlord, Bedroom letter \_\_\_\_\_ (the "Dwelling Unit") in Apartment number \_\_\_\_\_ (the "Apartment") in the University Plaza Apartments (the "Complex") together with the following bedroom furniture (if checked) (collectively, the "Dwelling Unit Amenities"):

<u>Included:</u>	<u>Item:</u>
<input type="checkbox"/>	Bed
<input type="checkbox"/>	Mattress (Full Size)
<input type="checkbox"/>	Dresser
<input type="checkbox"/>	Nightstand
<input type="checkbox"/>	Desk
<input type="checkbox"/>	Desk Chair
<input type="checkbox"/>	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 dwelling 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 dwelling units (such areas being hereinafter collectively referred to as "Apartment Common Areas") and the following furniture and appliances situated therein (collectively, "Apartment Amenities") (the Dwelling Unit Amenities and the Apartment Amenities are hereinafter collectively referred to as the "Amenities"):

<u>Included:</u>	<u>Item</u>
<input type="checkbox"/>	Dining Table with Chairs (Some 4/2's have four Barstools instead)
<input type="checkbox"/>	Sofa (2/2 units have Loveseat instead)
<input type="checkbox"/>	TV Stand
<input type="checkbox"/>	Upholstered Chair (4/4 units have two)
<input type="checkbox"/>	End Table
<input type="checkbox"/>	Coffee Table
<input type="checkbox"/>	Range with Oven
<input type="checkbox"/>	Microwave
<input type="checkbox"/>	Refrigerator
<input type="checkbox"/>	Dishwasher
<input type="checkbox"/>	Washer & Dryer
<input type="checkbox"/>	Window Treatments – mini-blinds

- 6. USE:** The Tenant will use the property only as a residence.
- 7. TERM:** This Lease Agreement will begin on the later of \_\_\_\_\_, or the date Landlord gives possession of the Premises to Tenant. The Lease will end on **July 31, 2013**.
- 8. POSSESSION; KEYS:** The Landlord has not guaranteed a specific date for possession of the Dwelling Unit. The Landlord will try to make the Dwelling Unit available to Tenant on the commencement date of this Lease. If there is a delay, Landlord must notify the Tenant in writing of the date that possession will be available. The ending date of the term of this Lease will remain the same no matter when possession is taken by the Tenant.

Landlord may give permission to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease, and/or to occupy any other Dwelling 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.

Upon delivery of possession of the Dwelling Unit, Landlord shall deliver to Tenant one (1) slide 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 \$35 per key. Tenant will not add or change any locks.

**9. RELOCATION OF TENANT:** Landlord may require Tenant, upon reasonable notice, to relocate to another Dwelling Unit within the Complex.

**10. AMOUNT OF RENT:** Tenant will pay a total Rent of **Ten Thousand Eighty Dollars (\$10,080)** for the entire term of the Lease. The Rent is due and payable as follows:

**Three Hundred Dollars (\$300)** is due at the time of application of which \$200 is a security deposit that is refundable at the end of the lease term if all obligations are met with the remaining \$100 being a non-refundable reservation fee. This shall be paid by check, drawn upon good and collectible funds, made payable to University Plaza Apartments;

**Four Thousand, Two Hundred Dollars (\$4,200)** representing payments for September, October, November and December rent shall be due and payable with the fall semester tuition to be paid by check, drawn upon good and collectible funds, made payable to Binghamton State University and submitted with the fall tuition payment:

**Five Thousand, Eight Hundred and Eighty Dollars (\$5,880)** representing payments for January, February, March, April, May, June and July rent shall be due and payable with the spring semester tuition to be paid by check, drawn upon good and collectible funds, made payable to Binghamton State University and submitted with the spring tuition payment:

**11. LATE CHARGE; RETURNED CHECK CHARGE:** If the full amount of Rent is not received when due, the Tenant must pay a late charge of five percent (5%) of the amount outstanding for every month, or part of a month, the Rent remains unpaid. Tenant will pay to Landlord a returned check charge of \$25.00 for any check returned due to non-sufficient funds, or for any check that fails to clear the issuer's bank. This charge is due and payable immediately upon notification to the Tenant of such occurrence, and is in addition to the late charge described above. Late charges and returned check charges constitute Additional Rent.

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

If Tenant is more than ten (10) days delinquent in paying any Rent, Additional Rent or other sums due, in addition to any other rights or remedies which Landlord may have, Landlord has the right to report such delinquency to any credit reporting agencies of Landlord's choosing. In addition to the rights and remedies afforded Landlord hereunder for Tenant's non-payment of Rent, Additional Rent or other sums due, Tenant acknowledges and agrees that the University, in invoicing and collecting the Rent due on behalf of Landlord, may, in its sole discretion, exercise any of the remedies available to it for non-payment of University charges, which remedies include, but are not limited to, withholding transcripts, financial aid awards and grades. Landlord shall have the option to submit any unpaid charges, not withstanding any other limitation, owed by the Tenant to a collection agency, in which event; the Tenant also shall be liable for all fees charged by the collection agency.

**13. SECURITY DEPOSIT:** Landlord hereby acknowledges receipt from Tenant of the sum of Two Hundred Dollars (\$200.00) as security for the performance by Tenant of all obligations under this Lease. Tenant will forfeit of all or part of the Security Deposit if there is any damage, loss, or cost of cleaning resulting from Tenant's use or occupancy of the Dwelling Unit or the Apartment. 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. After deducting from such security deposit any fee permitted by law and the cost of any damages caused to the Dwelling Unit or the Apartment for which Tenant is responsible, the balance of the security deposit plus accrued interest shall be returned to Tenant within sixty (60) days after the expiration or earlier termination of this Lease.

If Tenant defaults under any obligations of this Lease, Landlord may use the Security Deposit in payment of any sums Landlord may be forced to spend because of Tenant's default. If Landlord does use the Security Deposit, then Landlord shall notify the Tenant in writing of the amount used, and Tenant shall immediately forward a like amount to Landlord to be used by Landlord to replenish the funds taken from the Security Deposit.

If, at the end of the term of this Lease, Tenant has made all payments of Rent, Additional Rent or other sums due as required, and has fully complied with all the other obligations under this Lease, Landlord will return the Security Deposit to Tenant, together with any interest that may be required by law.

If Landlord sells or leases the Complex, Landlord shall turn over the Security Deposit to the buyer or lessee. 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 turned over and give the name and address of the party to whom it has been turned over. Once the Security Deposit is turned over, Landlord is no longer responsible to Tenant for repayment of the Security Deposit. The party to whom the Security Deposit is turned over will be responsible for repayment to Tenant.

A cancellation fee of \$300 will be due for cancellation after this lease agreement has been signed if cancelled more than sixty (60) days prior to the lease start date. Cancellations attempted within sixty (60) days of the lease start

will result in full liability for all rents and fees until the Bedroom is re-rented and rent collected from a new Tenant. All cancellations must be submitted in writing to University Plaza Apartments, 4710 Vestal Parkway East, Vestal NY 13850.

**14. ELIGIBILITY:** Occupancy in the Complex is restricted to registered students at the University. Tenant represents that at the time Tenant commences occupancy of the Dwelling Unit, and during the fall and spring semester that the University is in session, Tenant will be a matriculated student, in good standing, at the University. Tenant agrees to notify Landlord of any change in his or her status as an active student in good standing at the University during the term of this Lease. Failure to notify Landlord of any such change in status will constitute a Default under this Lease, and may result in termination of the Lease.

Tenant grants Landlord permission to verify Tenant's student status with the University. In the event Tenant is expelled or voluntarily withdraws from the University during the term of this Lease, Tenant will be considered to be in default, and Tenant will be liable to Landlord for lost Rent and the cost of re-renting the Dwelling Unit.

Following graduation from the University, Tenant will be granted a ninety (90) day grace period, during which it is understood that Tenant will not be a matriculated student, but may continue occupancy for said ninety day period.

**15. UTILITIES:** Landlord will, at its own expense, provide sanitary sewer service, hot and cold water, light, heat, natural gas, air conditioning, electricity, basic cable television service, and a basic campus data network connection, used in the Dwelling Unit during the term of this Lease, and any extension thereof. 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. 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:** Tenant agrees to indemnify and to hold harmless Landlord, the State University of New York and the Binghamton University Foundation Housing Corporation and any of their respective agents or employees from and against any suit, action or law or other claim whatsoever, resulting from or arising out of (a) the use or occupancy or manner of use or occupancy of the Dwelling Unit, the Apartment or the Complex by Tenant or any person claiming under Tenant; (b) any activity or thing done or permitted by Tenant in or about the Dwelling Unit, the Apartment or the Complex; (c) any breach of Tenant of the terms of this Lease; and (d) any injury or damage to the person or property of Tenant, or his or her invitees entering upon the Dwelling Unit, the Apartment or the Complex. Tenant's obligations pursuant to this paragraph shall survive the expiration or earlier termination of this Lease.

- The Landlord, State University of New York and the Binghamton University Foundation Housing Corporation will not be liable to Tenant or any other party for the occurrence of any of the following:
- Any failure of water, gas, heat, ventilation, air conditioning, light, power, telephone service or any other utility service supplied to the Dwelling Unit, the Apartment or the Complex;
- 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;
- Any injury or damage to persons or property caused by any existing or future condition, defect, matter or thing in or on the Dwelling Unit, the Apartment or the Complex;
- Any act, omission or negligence of any person (other than Landlord, the State University of New York or the Binghamton University Foundation Housing Corporation) in or about the Dwelling Unit, the Apartment or the Complex; and
- Any act of theft, burglary, vandalism, assault or other crimes.

The Landlord, the State University of New York and the Binghamton University Foundation Housing Corporation assume no legal obligation to pay for loss of personal property (including, but not limited to, water damage) if it occurs in the Dwelling Unit, the Apartment, the Complex or on the surrounding grounds, whether occurring prior to, during or subsequent to the term of this Lease.

**17. ASSIGNMENT; SUBLETTING:** Tenant will not assign this Lease, or sublease or permit the Dwelling Unit, the Apartment or any part of the Dwelling 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 or withheld 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 Dwelling Unit, the Apartment or any part of the Dwelling 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 Dwelling Unit, the Apartment or any part of the Dwelling Unit or the Apartment, or occupancy of the Dwelling Unit, the Apartment or any part of the Dwelling Unit or the Apartment, by any person other than by Tenant will 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. No permission will be granted to sublet the Dwelling Unit for a period greater than four consecutive calendar months. In the event that Landlord agrees to an

assignment of this Lease or a subletting of the Dwelling Unit or the Apartment, Tenant will be charged a fee of \$150.00 as and for an Assignment/Sublease Fee, and a Sublease Addendum must be signed by both the Tenant and the proposed Sub-tenant

**18. CONDITION OF DWELLING UNIT, APARTMENT AND AMENITIES:** Tenant agrees that the Dwelling Unit, the Apartment and the Amenities have been rented in good order and repair. Tenant acknowledges that upon delivery of possession of the Dwelling Unit, Tenant will inspect the Dwelling Unit, the Apartment and the Amenities, and will notify Landlord in writing of any defects or deficiencies related thereto within forty-eight (48) hours of the commencement of the Lease term. If Tenant fails to provide Landlord with such written notice, then the Dwelling Unit, the Apartment and the Amenities will be deemed to be in good order and repair, intact and not otherwise damaged.

**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 DWELLING UNIT, APARTMENT AND AMENITIES:** Tenant shall take good care of the Dwelling 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 Dwelling Unit, the Apartment, the Amenities or the Complex. The Dwelling Unit must be maintained by Tenant at all times in a manner that will not damage the Dwelling Unit nor pose a danger to other Tenants of the Complex. The Apartment shall be maintained by the occupants of the Apartment at all times in a manner that will not damage the Apartment nor pose a danger to other Tenants of the Complex. Landlord shall repair and maintain the Dwelling Unit, the Apartment, and the Complex; provided, however, that to the extent that any such repair or maintenance is necessitated by or because of default or negligence of Tenant, or Tenant's guests or invitees, Tenant shall reimburse Landlord for the entire 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 that each occupant of the Apartment shall be jointly and severally liable for any damage to or destruction of the Apartment Common Areas. 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, including, but not limited to, washers and dryers, 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 Dwelling Unit therein by authorized personnel in the event of an emergency, as necessary for maintenance and upkeep of the Dwelling Unit, the Apartment, and the Complex, and otherwise as necessary to assure and maintain proper sanitary and safety conditions.

To comply with health and sanitation standards and regulations, regular measures will be taken by Landlord for the prevention of insect and other pest infestation. When any such measures or any repairs are undertaken by Landlord, the Dwelling Unit may not be excluded and Tenant agrees to provide access for, and to comply with the directions of, Landlord.

**20. USE OF THE DWELLING UNIT:** The Dwelling 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 Dwelling Unit or the Apartment, soliciting in or on the grounds of the Complex or posting of commercial notices is forbidden except with written permission of Landlord. Tenant and Tenant's guests 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. The tenant may allow temporary guests to stay on the premises, only with the consent of all roommates in the applicable apartment, a maximum of seven days per calendar month.

**21. ALTERATIONS:** Tenant shall make no alteration to the Dwelling 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:** If the Tenant remains in possession without the written consent of the Landlord at the expiration of the term of this Lease, or any earlier termination, then the Landlord may recover, in addition to possession, the sum of One Hundred (\$100) per day as and for a monthly rental amount for each month or portion thereof during Tenant's holdover, plus a sum equal to the greater of one and one-half times the monthly Rent amount set forth in this paragraph, or the actual damages sustained by Landlord, whichever is greater, together with Landlord's cost of recovering those amounts and possession of the Dwelling Unit, including reasonable attorney's fees, all of which constitutes Additional Rent. As long as the Tenant is in possession of the Premises, all of the obligations of the Tenant and all rights of the Landlord applicable during the term of this Lease shall be equally applicable during such holdover period.

**23. CASUALTY; CONDEMNATION:** If either the Dwelling Unit or the Apartment shall become uninhabitable by reason of natural disaster or fire 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 Dwelling Unit or the Apartment, as the case may be, has been restored to habitable condition. Landlord shall not be obligated to rebuild or restore the Dwelling Unit or the

Apartment. If the Dwelling Unit or the Apartment becomes uninhabitable by fire 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 suspended, but will be continued as if the Dwelling Unit or the Apartment, as the case may be, were usable. This paragraph shall supercede the terms and conditions of New York Real Property Law Section 227.

**24. PETS:** Tenant agrees not to have any pets on the property. Tenant agrees not to bring or feed any cats, dogs or other animals in or about the Dwelling Unit, the Apartment or the Complex. In the event Tenant permits an animal to enter the Dwelling 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 Dwelling Unit, the Apartment or the Complex deemed necessary by Landlord at its sole discretion. Animals used for those with physical impairments may be allowed with confirmation of need.

**25. PARKING:** Tenant is permitted to park, in designated parking areas, not more than one properly tagged and functioning passenger motor vehicle, motorcycle or truck (with no commercial lettering) not in excess of  $\frac{3}{4}$  ton GVW, and will not permit or maintain any commercial vehicles, trucks in excess of  $\frac{3}{4}$  ton GVW, trailers, campers or boats in or about the Complex. Tenant shall not use any parking area on the Landlord's property for the storage or repair of any motor vehicle or other property, and will remove any unauthorized vehicles or other property from said parking areas promptly at the request of the Landlord. Any vehicle parked by Tenant in the parking areas must display, as directed by Landlord, a valid parking sticker as provided by Landlord. Tenant will obey all parking and speed regulations which the Landlord may promulgate or post. Any vehicle or other property parked, or stored, in violation of this paragraph, or located so as to block or inhibit access to any dumpster or fire lane, will be towed, or otherwise removed, without notice, at its owner's risk and expense.

Guests who visiting a tenant on a short-term basis (no overnight stay) are required to park in non-business, non-UP spaces or will be subject to towing, without warning, at the owner's risk and expense. Overnight guest(s) are required to have a temporary parking permit displayed while in the Complex. This permit may be obtained from the Management and signed out by the Tenant. Any vehicle parked in designated parking areas in the Complex overnight without a permit displayed, will be subject to towing, without warning, at the owner's risk and expense. All unregistered vehicles that are parked in designated UP spaces will be subject to towing, without warning, at the owner's risk and expense. All vehicles regardless if registered or not, which are parked in non-designated parking areas, will be subject to towing, without warning, at the owner's risk and expense.

**26. RULES AND REGULATIONS:** Tenant and his or her guests and invitees will 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 Dwelling 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 will have all remedies that this Lease provides for Default by Tenant hereunder, and will in addition have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. Landlord will not be liable to Tenant for any violation of such rules and regulations by any other tenant or his or 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 will govern.

Notwithstanding anything to the contrary in this Lease, Tenant hereby acknowledges that the following are strictly forbidden and shall constitute an immediate 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 dwelling unit to be used for, or facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is the Tenant or a guest of the tenant; acts of violence or threats of violence, including, but not limited to, the storage or possession, or unlawful discharge of, firearms on the premises; possession or use of volatile solutions, explosives, fireworks or other dangerous materials; the use of halogen torchiere 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.

**27. LEASE EXPIRATION:** This Lease does not automatically renew upon the expiration of the term. If Tenant is interested in renewing the term of this Lease upon expiration, Tenant must submit a written renewal request to Landlord at least two hundred and ten (210) days immediately preceding the expiration of term of this Lease. Landlord may accept or deny any such renewal request in its sole discretion.

**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 Dwelling Unit, the Apartment or the Complex or any interest of Landlord in the Dwelling Unit, the Apartment or the Complex or the 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 will 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.

**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 (a " Default"):

- A. Tenant vacates or abandons all or any part of the Dwelling Unit;
- 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;
- 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 work involved, 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 Dwelling 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 Dwelling Unit, the Apartment or the Complex;
- F. Tenant or any of Tenant's guests or invitees maintains a nuisance in or about the Dwelling 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 the University's Rules and Regulations for Student Conduct or University Plaza's Rules and Regulations as now in existence or as may be hereafter promulgated;
- H. 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 Dwelling Unit, the Apartment or the Complex;
- I. Tenant is unable or refuses to adjust to the concept and requirements of living in a student residence environment;
- J. Tenant or any of Tenant's guests or invitees violates any of the University's Code of Student Conduct or University Plaza's Rules and Regulations, as now in existence or as may be hereafter promulgated; or
- K. Tenant or any of Tenant's guests or invitees damages the Dwelling 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:

- 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;
- C. Serve a written five (5) days' notice of acceleration of Rent upon Tenant, and upon the expiration of said five (5) days, all of the Rent reserved for the whole of the term of this Lease and then remaining unpaid shall at once become due and payable; or
- D. Serve a written five (5) days' notice of cancellation of this Lease upon Tenant, and upon the expiration of said five (5) days, the term of this Lease shall expire and Tenant shall then quit and surrender the Dwelling 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) days, Landlord may without notice, re-enter the Dwelling 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 Dwelling 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 Dwelling 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 of this Lease 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 Dwelling Unit or the Apartment by summary proceedings or otherwise, Landlord may relet the Dwelling Unit on such terms and conditions and for such periods of time as Landlord may in its sole discretion determine (i) for Landlord's own account or (ii) at Landlord's option, as agent of Tenant and apply the rents so received to the payment of such expenses as Landlord may have incurred and then to the fulfillment of the covenants of Tenant contained herein and the balance, if any, at the expiration of the term of this Lease shall be paid to Tenant. If Landlord shall not so relet the Dwelling Unit for its own account, then whether or not the Dwelling Unit be relet, Tenant shall remain liable for and hereby agrees to pay to Landlord until the time

when this Lease would have expired, but for such termination after an Event of Default, the equivalent of the amount of all Rent and Additional Rent reserved under this Lease, less the avails of reletting, if any, and the same shall be due and payable by Tenant to Landlord on the date specified in this Lease for the payment of each installment of Rent. Tenant hereby expressly waives any and all rights of redemption in the case Tenant shall be dispossessed or evicted for any cause.

Notwithstanding anything contained in this Lease to the contrary, Landlord may, at the request of the University, refrain from enforcement of any remedies if Tenant's default is attributable to a delay in receiving disbursement of financial aid. Without limitation of the foregoing, no such forbearance shall release, discharge, modify, change or otherwise affect the liability of Tenant under this Lease. Tenant waives the right to assert a defense based upon a claim of laches in any proceeding initiated by Landlord pursuant to this Lease.

**31. END OF TERM:** At the expiration of the term of this Lease, or upon the earlier termination hereof, Tenant shall surrender the Dwelling Unit, the Apartment and the Amenities to Landlord in the same condition as existed on the commencement of the term hereof, reasonable wear and tear excepted. In particular, Tenant shall remove all of its property from the Dwelling Unit and the Apartment on or before the expiration or earlier termination of the term of this Lease. Upon such removal Tenant shall immediately, at its sole expense, repair and restore all damage caused by the removal of its property. If Tenant fails to so remove its property, Landlord may (a) remove and store such property at Tenant's expense or (b) remove and sell such property, without notice to Tenant, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of any other sums of money which may be due from Tenant to Landlord under the terms of this Lease and the balance, if any, to Tenant.

Any personal property left in the Leased Unit after Tenant has vacated or been evicted is considered abandoned. Landlord may dispose of Tenant's personal property as Landlord sees fit, without notice. Tenant will be responsible for Landlord's cost of disposing of Tenant's 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 registered mail in a post-paid enveloped addressed (a) if to Tenant, at the Apartment and (b) if to Landlord, to the Leasing Office at 4710 Vestal Parkway East, Vestal NY 13850.

**33. ENTIRE AGREEMENT:** The terms and conditions contained herein, along with the contents of "University Plaza 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 "University Plaza 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, is a part of this Lease. Tenant warrants that the information given by Tenant in the application is true. If any information contained in the application is false, Tenant shall be in default under the terms of this Lease.

**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 it shall be Tenant's own obligation to insure his or her personal property located in the Apartment and Tenant further understands that Landlord will 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 summary proceedings or an action for declaratory relief, against Tenant by reason of the alleged failure of Tenant to perform or keep any term, covenant or condition of this Lease by it to be performed or Landlord if it is the prevailing party in said action or proceeding, will be entitled to recover, in addition, costs, attorneys' fees, 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.

**39. WAIVER OF JURY TRIAL:** Tenant hereby waives trial by jury in any action, proceeding, or counterclaim brought by Landlord on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Dwelling Unit or the Apartment or any other claims.

**40. MARGINAL HEADINGS:** Marginal headings 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 of the 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 the 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 the 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 Dwelling 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 Dwelling Unit and do therein whatever may be necessary to remedy such act or omission.

**45. WAIVER OF COUNTERCLAIM:** In the event that Landlord institutes a summary eviction proceeding against Tenant, Tenant agrees not to assert any counterclaims which it may have against Landlord in such summary proceeding.

**BY SIGNING THIS LEASE BELOW, THE 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:  
UNIVERSITY PLAZA, LLC  
By: Ambling Management Company, Managing Agent

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

TENANT:

By: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## EXHIBIT A

### Current Rules and Regulations:

#### UNIVERSITY PLAZA RULES OF TENANT CONDUCT:

**COMPLIANCE WITH RULES AND REGULATIONS:** The Tenant, Tenant's family, employees, agents and guests, will observe and comply with the University's Code of Student Conduct and 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 the Landlord may adopt. It is further agreed that the 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 Premises, not even to visit. The only exception will be for registered certified guide dogs required by Tenants with a documented need for such in accordance with applicable laws.

**SOLICITATION** of any nature is not permitted on the Premises, 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 Clubhouse.

**PARKING:** Only vehicles with a valid University Plaza Apartment parking sticker, properly displayed, will be permitted to park on the Premises. 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 Management and obtain a permit to park. Residents are only allowed to park in designated parking spaces which are those spaces that display the white UP 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 agreement 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 inside the bathroom vanity door matches that on our lease to ensure that you are moving in to the correct bedroom.

**WATERBEDS** are not permitted on the Premises.

**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 on the Premises.

#### 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 Premises.
- 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 as the blue will permanently stain the walls for which tenant will be charged.
- d. Mirrors are not to be affixed to the walls, doors or any part of the Premises and tenant will 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 Premises. Kerosene heaters are not permitted on the Premises. No objects at all may be stored in the utility closet which houses the hot water tank and furnace.

#### B. 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 white 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 Premises.
- e. Cigarette butts are not to be thrown out of windows or on the ground anywhere on the Premises nor may cigarettes be extinguished on any part of the building. It is suggested that a coffee can filled with sand be utilized as a receptacle by any resident who utilizes the balcony or patio as a smoking area.

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

#### C. 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 Premises shall be permitted.
- c. Kegs of alcohol are absolutely banned from the Premises under any circumstances.
- d. Firearms and any type of explosive or incendiary device is expressly prohibited from the Premises, including but not limited to the parking lots, grounds, common areas or any part of the apartment homes.

**SANITATION:** Tenant must keep the Premises in a neat, clean, sanitary condition at all times.

#### COMMON AREAS:

- a. **GARBAGE** must be taken directly from the unit to the large steel dumpsters 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 Premises. There will be a \$50 charge per bag for violation of this policy.
- b. **SMOKING** is not permitted in the interior common areas of all buildings, the Clubhouse 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.

**CLUBHOUSE:** As stated in paragraph 26 above, Use all facilities which Landlord provides for Tenant's comfort, such as, parking areas, fitness center, clubhouse and computer center (none of which facilities are included in the rent) solely at Tenant's own risk

- a. Individuals under the age of 18 must be accompanied by an adult at all times when in any area of the clubhouse or the pool area. The equipment in the fitness center is not designed to be used by children and use shall be restricted to those age 14 and up.
- b. Use of the Computer Lab is restricted to Tenants only. Guests may not use the computer lab. Tenant may use the computers and printer located in the lab during the posted Clubhouse hours. Tenant must supply his/her own floppy disks and paper. Tenant must save documents onto a floppy disk and should not ever save documents onto the hard drive of the computer. Tenant (s) may not alter the system setup of the computers in the lab.

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

**The Tenant agrees to pay the following fees when applicable:**

- a. **Late Rent Fee:** \$50 if rent is received after 8am on the 6<sup>th</sup> day of the month and \$25 if rent is received after 8am on the 11<sup>th</sup> day of the month.
- b. Lock Change Fee..... \$35.00
- c. Key replaced due to loss or theft..... \$10.00
- d. Bookkeeping Fee on Returned Check..... \$35.00
- e. Maintenance (when due to tenant damage)..... \$25/hr plus materials (1 hour minimum)
- f. Cleaning Charge (applicable after move-out)..... \$20/hr
- g. Sublet Fee..... \$150.00
- h. Transfer to new unit Fee..... \$200.00
- i. Lock out up to 10:00pm (when office is closed)..... \$25.00  
 Lock out after 10:00pm (when office is closed)..... \$50.00  
 Note Office Closed: When the office is not running on normal operations schedule and on-call staff needs to be called in.
- j. Non-return of Apartment or mail key at move-out..... \$35.00 per key
- k. Non-return of Parking Hangtag at move-out..... \$20.00

## Roommate Matching Profile

### University Plaza Apartments

4710 Vestal Parkway East, Vestal, NY 13850 ph. (607) 729-1542; fax (607) 729-1544  
 universityplazany@ambling.com

Name _____	E-mail address _____
Cell phone number _____	Permanent phone number _____
I am enrolled at _____	Anticipated graduation date _____
Major(s) _____	Greek society _____

In 2012/2013, I will be a:    Freshman    Sophomore    Junior    Senior    Grad Student  
     Med Student    Non-Student

I prefer to live with:    Males 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.    I prefer a smoking environment.    I do not mind living in a smoking environment.   ***(By electing non-smoking, you acknowledge smoking will not be permitted by you or any visitors in the unit you are assigned. Failure to abide by this policy results in a \$200 cleaning fee and a mandatory relocation to a smoking apartment.)***

**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 liven 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) Ambling Management 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 Ambling Management 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** \_\_\_\_\_

