

202 Stewart Ave, Ithaca, NY

MLS # 408010

\$749,000



Just reduced and listed at 7.9 x gross! 13 br, 4 br Collegetown 4 unit. Located in the EH Historic District, which governs the exterior of the building. Two 4 br apts, 1 3br, and 1 2br unit. First floor 3 br leased at \$750 per br, furnished and including utilities. Still signing leases for the two 4-br units, at the same rent and terms. The 2 br unit facing Seneca St. is leased unfurnished for 11 mos at \$1245 per mo through 7.31.24. Market rent for the off-street parking space is \$80 per month for 10 months. Total proj. rent for 23.24 is \$96,995, includ. parking. New C of C in process. Deed, survey, current leases, expired C of C, railing height variance and encroachment agreement uploaded to docs. 10 year old tear off roof.

[For more information go to www.carolbushberg.com](http://www.carolbushberg.com)



Carol Bushberg

Licensed Real Estate Broker/Owner

607.279.4530

carol@carolbushberg.com



421 N. Aurora Street, Ithaca, NY 14850



Multi Unit

Active
Listing #: 408010

202 Stewart Ave
Ithaca, NY 14850-4084

List Price: \$749,000



Original Price: \$795,000.00
Total Units: 4
Year Built: 1920
Lot Dimensions: 47X66
Garage/Parking: None
On Site Parking: 1-3
Lake Features:

Property Subtype: 1-4 Un
County: Tompkins
Subdivision Name: Collegetown
Property Location: Ithaca City
School District: Ithaca
Elem School: School: Elementary -
Waterfront: No
Lake Privileges:
Lakefront: No

[Additional Photos](#)
[Client Detail and Documents](#)

Zoning: R-3A	Assessment: 590000	Deed Reference: 60025/8001
Current Total Taxes: 20650.00	Lot Size - Acres: 0.0700	Tax Map #: 500700 63.-11-8
Apx. Utilities/Yr.: 8604.00	Deed Restrictions: No	Survey: Available
Apx. Total Exp/Yr.: 0.00	Apx. Rent Income/Yr.: 0.00	Cert of Occ/Com Date: 2019-08-27

Bedrooms Unit1: 2	Bathrooms Unit1: 1.00	ROW/Easements: concrete walkway encroaches onto property at 204 Stewart
Bedrooms Unit2: 3	Bathrooms Unit2: 1.00	
Bedrooms Unit3: 4	Bathrooms Unit3: 1.00	Bldg Cert/Docs/Year:
Bedrooms Unit4: 4	Bathrooms Unit4: 1.00	
Bedrooms Unit5:	Bathrooms Unit5:	

Insulation Type:	Construction: Existing
Extras: CO Detector,Smoke Detector,Common Laundry,Distant View,Fire Alarm System	Construction Type: Frame
Appliances Convey: Refrigerator,Stove-Gas,Washer/Dryer Shared	Roof: Asphalt
Energy Star Appl.:	Foundation: Stone
Heat/Cooling: Baseboard,Boiler,Hot Water,Natural Gas,Steam	Garage: None
Disclosures: Agriculture District,CO Detector,Electric/Surcharge,HETPA,Lead,Property Condition,Smoke	Driveway: Concrete
	Fencing: None
	Sewer/Septic: Municipal-Existing
	Water Source: Municipal-Existing

Financing Remarks:

Directions to Property:

At the northwest corner of Stewart Avenue and East Seneca Street.

Description:

Just reduced and listed at 7.9 x gross! 13 br, 4 br Collegetown 4 unit. Located in the EH Historic District, which governs the exterior of the building. Two 4 br apts, 1 3br, and 1 2br unit. First floor 3 br leased at \$750 per br, furnished and including utilities. Still signing leases for the two 4-br units, at the same rent and terms. The 2 br unit facing Seneca St. is leased unfurnished for 11 mos at \$1245 per mo through 7.31.24. Market rent for the off-street parking space is \$80 per month for 10 months. Total proj. rent for 23.24 is \$96,995, includ. parking. New C of C in process. Deed, survey, current leases, expired C of C, railing height variance and encroachment agreement uploaded to docs. 10 year old tear off roof.

202 Stewart Ave, Ithaca, NY

Main Floor Finished Area 1132.39 sq ft
Unfinished Area 66.65 sq ft



PREPARED: 2023/02/14



202 Stewart Ave, Ithaca, NY

2nd Floor Finished Area 1085.05 sq ft

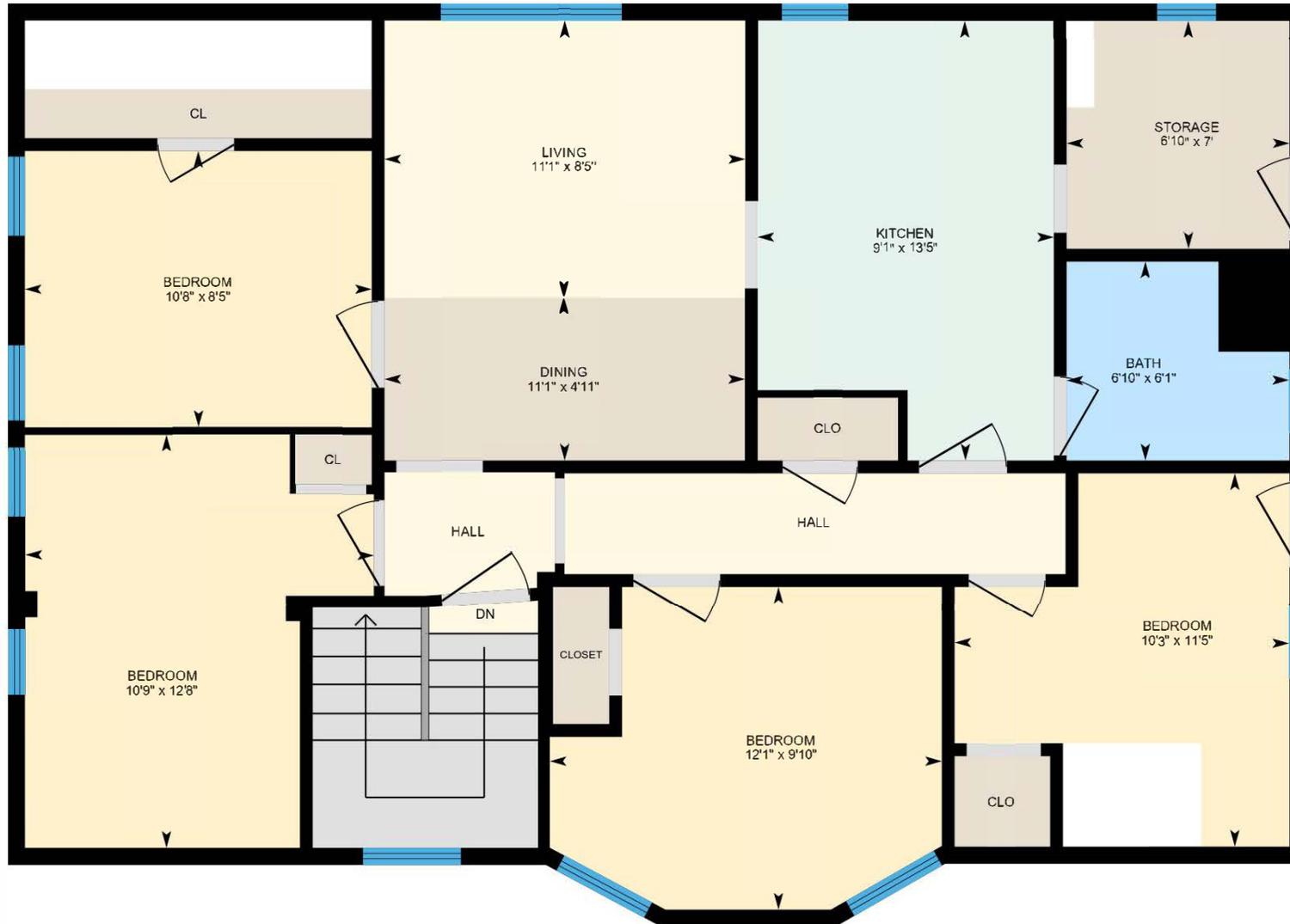


PREPARED: 2023/02/14



202 Stewart Ave, Ithaca, NY

3rd Floor Finished Area 1017.58 sq ft
Unfinished Area 47.76 sq ft

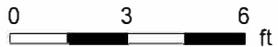


PREPARED: 2023/02/14



202 Stewart Ave, Ithaca, NY

Lower Level Apartment Finished Area 868.23 sq ft
Unfinished Area 184.54 sq ft



PREPARED: 2023/02/14



WARRANTY DEED

THIS INDENTURE made the 31st day of October, Two Thousand Twelve

BETWEEN

202 STEWART AVENUE, LLC
503 N. Tioga St.
Ithaca, NY 14850,

Grantor,

and

Michael P. Busch
503 N. Tioga St.
Ithaca, NY 14850,

Grantee

WITNESSETH, that the Grantor, in consideration of One and 00/100 (\$1.00) Dollar, and other good and valuable consideration paid by the Grantee, hereby grants and releases unto the Grantee, the heirs or successors and assigns of the Grantee, forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Ithaca, County of Tompkins and State of New York and more particularly described as follows:

See Schedule "A"

Subject to easements, covenants and restrictions of record, if any.

Being the same premises conveyed to Grantor by Warranty Deed dated February 14, 2007 and recorded in the Tompkins County Clerk's Office on February 22, 2007 in Liber 504476 of Deeds at Page 001.

Together with and subject to the terms and provisions of the Encroachment Agreement by and between L.W. Sandman Realty and Development Corporation and Quality Rentals of Ithaca, dated March 28, 1996 and recorded March 28, 1996 in the Tompkins County Clerk's Office in Liber 768 of Deeds at Page 269.

Also subject to the right to use and maintain a drain across the above described premises along Stewart Avenue as described in the deed from Mary A. Pew to Annie Haylett, dated May 13, 1893 and recorded May 15, 1893 in the Tompkins County Clerk's Office in Liber 140 of Deeds at Page 198, insofar as the same may affect the above described premises.

SB# 63.-11-8

Record & Return to:
Quality Land Agency, LLC
309 Barrett Lane
Bridgeport, NY 13030

This transaction does not constitute the sale of all or substantially all of the assets of the grantor. This deed is given in the usual course of business of the grantor.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantees, the heirs or successors and assigns of the Grantees forever.

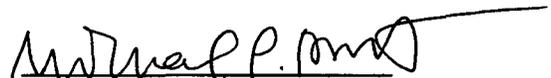
AND the Grantor covenants as follows:

- FIRST, that the Grantor is seized of said premises in fee simple and has good right to convey the same;
- SECOND, the Grantees shall quietly enjoy the said premises;
- THIRD, that the said premises are free from encumbrances;
- FOURTH, that the Grantor will execute or procure any further necessary assurance of the title to said premises;
- FIFTH, that the Grantor will forever warrant the title to said premises.

This deed is subject to the trust provisions of Section 13 of the Lien Law.

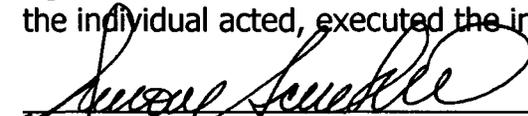
IN WITNESS WHEREOF, the Grantor has executed this deed the day and year first above written.

In presence of:


202 STEWART AVENUE, LLC
By: Michael Busch, Member

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On the 31st day of October, 2012, before me, the undersigned, a notary public, personally appeared Michael Busch, member of 202 STEWART AVENUE, LLC and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

GREGORY A. SCICCHITANO
Notary Public, State of New York
No. 02SC5081204
Qualified in Onondaga County
Commission Expires June 30, 20____

SCHEDULE "A"

RE: 202 Stewart Avenue; Ithaca, NY 14850

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Ithaca, County of Tompkins and State of New York, and more particularly bounded and described as follows:

Beginning at a pipe located at the intersection of the west line of Stewart Avenue and the north line of East Seneca Street, which point of beginning is located 7.5 feet west and 1 foot north of a city monument as shown on the survey map hereinafter referred to, and which point of beginning is the southeast corner of the lot now or formerly known as Benjamin Pew lot;

Thence north along the west line of Stewart Avenue a distance of 47 feet to a pipe;

Thence north 89 degrees 56 minutes west, parallel with East Seneca Street, passing through a pipe at 65 feet 4 inches, a total distance of 66 feet to a point;

Thence South a distance of 47 feet to an old pin in the northerly line of said East Seneca Street;

Thence South 89 degrees 56 minutes east, along the northerly line of East Seneca Street, a distance of 66 feet to the point or place of beginning.

Subject to any easements, rights, covenants and restrictions of record, if any.

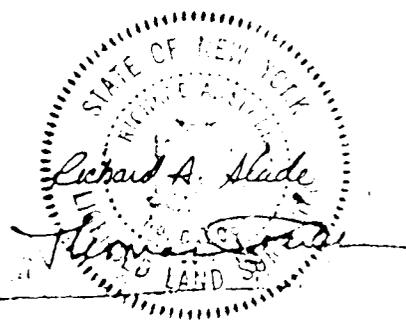
Reference is hereby made to a survey map entitled "Map of 202 Stewart Ave., Ithaca NY" made by Carl Crandall, C.E., dated April 7, 1954 which map was updated and certified September 13, 1985, amended September 24, 1985, March 16, 1996 and June 24, 2004 by T.G. Miller, PC., Engineers & Surveyors.

S/B/L: 63.-11-8

CERTIFICATION

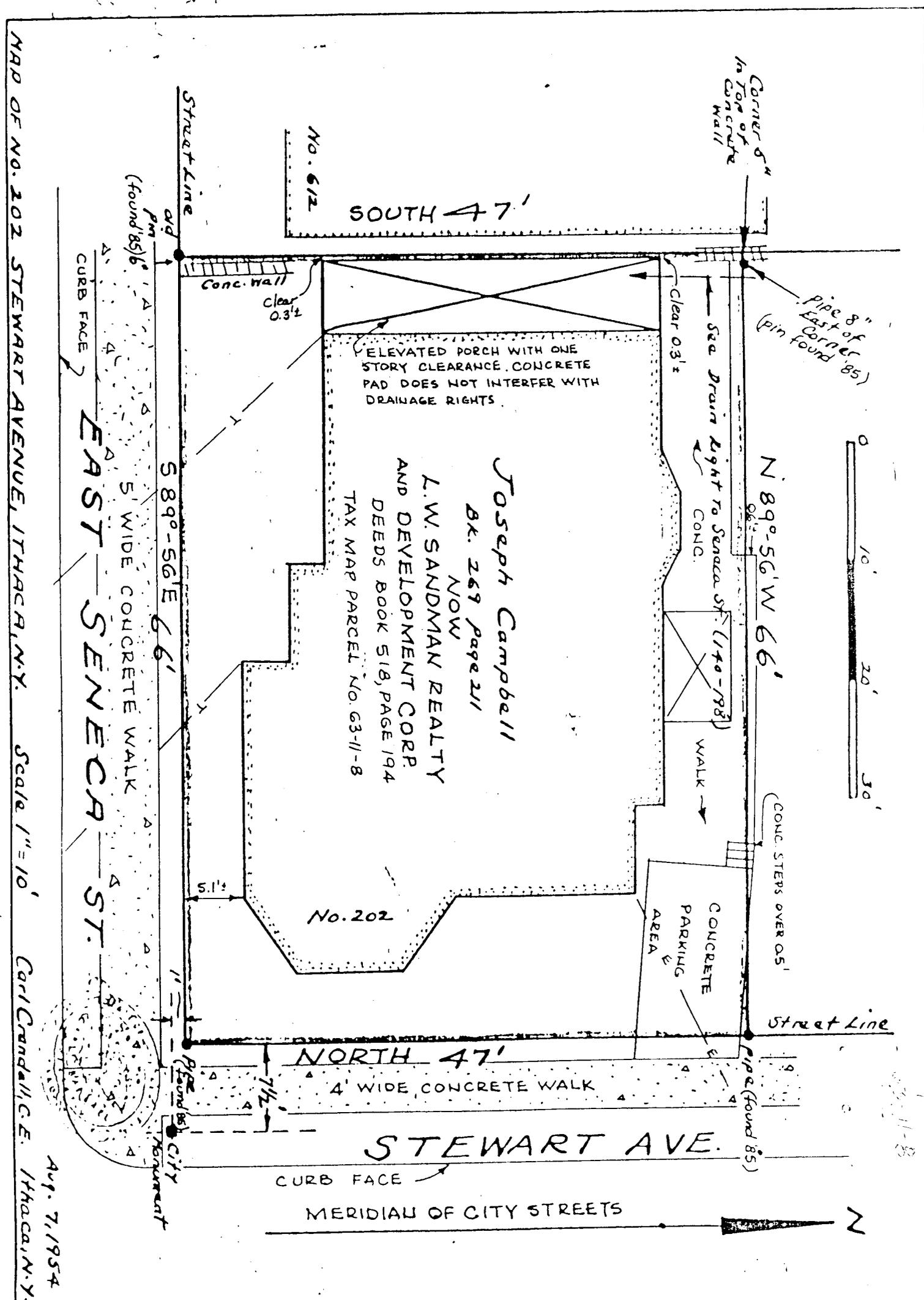
CITIZENS SAVINGS BANK, F.S.B., ITS SUCCESSORS AND/OR ASSIGNS,

I hereby certify to FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK that I am a licensed land surveyor, New York State License No. 049060, and that this map correctly delineates an actual survey on the ground made by me or under my direct supervision; that it was prepared in accordance with the current code of practice for land title surveys adopted by the New York State Association of Professional Land Surveyors; and that I found no visible encroachments either way across property lines except as shown hereon.



SIGNED: Richard A. Slade DATED: September 13, 1985

MAP OF NO. 202 STEWART AVENUE, ITHACA, N.Y. Scale 1"=10' Corl Candall & Co. Ithaca, N.Y. Aug. 7, 1954



Joseph Campbell
NOW
L. W. SANDMAN REALTY
AND DEVELOPMENT CORP.
DEEDS BOOK 518, PAGE 194
TAX MAP PARCEL NO. 63-11-8

No. 612

SOUTH 47'

Corner 8" In Top of Concrete Wall

Pipe 8" East of Corner '85 (pin found)

ELEVATED PORCH WITH ONE STORY CLEARANCE. CONCRETE PAD DOES NOT INTERFERE WITH DRAINAGE RIGHTS.

See Drain Right to Seneca St. (140-198)

N 89°-56' W 66'



WALK

CONC. STEPS OVER 0.5'

CONCRETE PARKING AREA

Street Line

NORTH 47'

4' WIDE CONCRETE WALK

STEWART AVE.

CURB FACE

MERIDIAN OF CITY STREETS

City 103

63-11-8





New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

This form was provided to me by Carol Bushberg, Broker (print name of licensee) of Carol Bushberg RE (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- Seller as a (check relationship below)
 - Seller's agent
 - Broker's agent
 - Dual agent
 - Dual agent with designated sales agent
- Buyer as a (check relationship below)
 - Buyer's agent
 - Broker's agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) Michael P. Busch acknowledge receipt of a copy of this disclosure

form: signature of { Buyer(s) and/or Seller(s):

Michael Busch

Date: 02 / 14 / 2023

Date: _____



DISCLOSURE FORM – PART A

Utility Surcharges/Agricultural Districts/Uncapped Natural Gas well

PROPERTY ADDRESS: 202 Stewart Avenue, Ithaca, New York

ELECTRIC AVAILABILITY

Seller represents that electric utility service IS or IS NOT currently available at the above referenced property lot location.

UTILITY SURCHARGES

Seller represents that this property IS or IS NOT subject to an electric, gas and/or water utility surcharge specified below. Seller also represents that this property is subject to such offer surcharge specified below.

Type Electric gas water other Purpose: _____

Amount: \$ _____ Payable: monthly yearly other _____

AGRICULTURAL DISTRICTS/FARMING ACTIVITY DISCLOSURE

This property IS or IS NOT in an Agricultural District.

Pursuant to Section 310 of Agricultural and Markets Law, a notice containing the following paragraph must be included in all purchase contracts for property that may be located either partially or wholly within an agricultural district. If property is in an agricultural district, the following disclosure applies.

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. **Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law.**

UNCAPPED NATURAL GAS WELL DISCLOSURE

Initial the following:

Mb I HAVE NO actual knowledge of any uncapped natural gas well(s) on the aforementioned property.

_____ I HAVE actual knowledge of an uncapped natural gas well(s) on the aforementioned property.

As the seller of residential real property, you are required by law to disclose the existence of an UNCAPPED NATURAL GAS WELL on your property of which you have actual knowledge and to disclose such fact to any purchaser of your property prior to entering into a contract for the sale of such property. Section 242(3) of the Real Property Law states as follows: Any person, firm, company, partnership or corporation offering to sell real property on which uncapped natural gas wells are situated, and of which such person, firm, company, partnership or corporation has actual knowledge, shall inform any purchaser of the existence of these wells prior to entering into a contract for the sale/purchase of such property. I have received and read this disclosure notice. I authorize my agent to provide a copy of this disclosure notice to any prospective purchaser.

SELLER: Michael Busch

BUYER: _____

SELLER: _____

BUYER: _____

DATE: 02 / 14 / 2023

DATE: _____



DISCLOSURE FORM – PART B

Protection Device/Oil, Gas, Mineral and Timber rights

PROPERTY ADDRESS: 202 Stewart Avenue, Ithaca, New York

PROTECTION DEVICE DISCLOSURE

SMOKE ALARMS

The law requires that a property owner/landlord must provide working smoke detectors on each floor of all properties for sale or rent. It is the responsibility of the property owner/landlord to ensure that smoke detectors are in working order when a new owner/tenant moves in. Once a new owner/tenant moves in, it is then the new owner/tenant's responsibility to check the batteries in the smoke detector and to ensure that the unit is in good working order. New owners/tenants understand that there are legal penalties for removing the batteries from any smoke alarm.

CARBON MONOXIDE DETECTORS

As of March 6, 2003 the law requires that a property owner/landlord must provide at least one working carbon monoxide detector in each unit for sale or rent. It is the responsibility of the property owner/landlord to ensure that the carbon monoxide detector is in working condition when a new owner/tenant moves in. Once a new owner/tenant moves in, it is then the responsibility of the new owner/tenant to check the batteries in the carbon monoxide detector and to ensure that the unit is in good working order. New owners/tenants understand that there are legal penalties for removing batteries from any carbon monoxide detector.

SELLER DISCLOSURE REGARDING OIL, GAS, MINERAL AND TIMBER RIGHTS

The owner of real property has a variety of rights that can convey with property when the property is sold to another. These rights include surface rights (the rights to build or plant crops upon the ground) and certain subsurface rights (the right to extract materials from below the ground). Among the various subsurface rights, are the rights to explore for, and remove, oil, gas and various minerals such as coal, sand and gravel. Surface and subsurface rights are often transferred together; however these rights can transfer separately. Despite the best intention of Sellers, property owners are often not aware of the extent of the oil, gas and mineral rights they may or may not own. Determining who owns the various rights to oil, gas and minerals can be complex and should only be done by an attorney and/or title company with expertise in this area. Buyers of real property are strongly encouraged to have their rights to oil, gas and minerals examined before moving forward with a purchase and sale agreement.

- Seller owns all and has not leased any oil, gas, mineral and/or timber rights.
- Seller does not own the rights to oil, gas and/or minerals.
- Seller does not own the rights to timber.
- Some oil, gas, mineral and/or timber rights have been leased by the Seller or previous owner.
- Seller has attached copies of all written oil, gas, mineral and/or timber rights leases and other documents (e.g. leases, royalty agreements) within the Seller's possession to this disclosure.
- Seller has no knowledge.

THIS IS A DISCLOSURE ONLY. Buyer has received and read this disclosure notice.

SELLER: Michael Busch

BUYER: _____

SELLER: _____

BUYER: _____

DATE: 02 / 14 / 2023

DATE: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) MB Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) MB Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) CSB Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Michael Busch</u>	<u>02 / 14 / 2023</u>	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
<u>Carol Bushberg, Broker</u>	<u>02 / 14 / 2023</u>	_____	_____
Agent	Date	Agent	Date



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



**Division of
Licensing Services**

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Carol Bushberg, Broker (print name of Real Estate Salesperson/
Broker) of Carol Bushberg Real Estate (print name of Real Estate company, firm or brokerage)

(I)(We) Michael P. Busch

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature Michael Busch Date: 02 / 14 / 2023

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
www.dos.ny.gov

Property Condition Disclosure Statement

Name of Seller or Sellers: Michael P. Busch

Property Address: 202 Stewart Avenue, Ithaca, New York

General Instructions:

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy of thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This Disclosure Statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title. In the event a seller fails to perform the duty prescribed in this article to deliver a Disclosure Statement prior to the signing by the buyer of a binding contract of sale, the buyer shall receive upon the transfer of title a credit of \$500 against the agreed upon purchase price of the residential real property.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or resident of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be construction or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instruction to the Seller:

- a. Answer all questions based upon your actual knowledge.
- b. Attach additional pages with your signature if additional space is required.
- c. Complete this form yourself.
- d. If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer check "Unknown."

Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorized his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

GENERAL INFORMATION

1. How long have you owned the property? since 2006
2. How long have you occupied the property? never
3. What is the age of the structure or structures? approximately 110 yrs
Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
4. Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? ... tenants occupy subject to leases Yes No Unknown NA
5. Does anybody else claim to own any part of your property? *If yes, explain below* Yes No Unknown NA
Concrete driveway and steps encroach 6" onto the adjoining property at 204 Stewart Avenue. Encroachment agreement exists.
6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? *If yes, explain below* Yes No Unknown NA

Property Condition Disclosure Statement

7. Are there any features of the property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways? *If yes, describe below* Yes No Unknown NA

8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? *If yes, describe below* Yes No Unknown NA

9. Are there certificates of occupancy related to the property? *If no, explain below* Yes No Unknown NA
Certificate of Compliance expired 8.28.22. Electrical certificate dated 2014.

ENVIRONMENTAL

Note to Seller:

In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

Note to Buyer:

If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain? *If yes, explain below* Yes No Unknown NA

11. Is any or all of the property located in a designated wetland? *If yes, explain below* Yes No Unknown NA

12. Is the property located in an agricultural district? *If yes, explain below* Yes No Unknown NA

13. Was the property ever the site of a landfill? *If yes, explain below* Yes No Unknown NA

14. Are there or have there ever been fuel storage tanks above or below the ground on the property? Yes No Unknown NA

• If yes, are they currently in use? Yes No Unknown NA

• Location(s)

• Are they leaking or have they ever leaked? *If yes, explain below* Yes No Unknown NA

15. Is there asbestos in the structure? *If yes, state location or locations below* Yes No Unknown NA

Property Condition Disclosure Statement

16. Is lead plumbing present? *If yes, state location or locations below* Yes No Unknown NA

17. Has a radon test been done? *If yes, attach a copy of the report* Yes No Unknown NA

18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? *If yes, describe below* Yes No Unknown NA

19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? *If yes, attach report(s)* Yes No Unknown NA

STRUCTURAL

20. Is there any rot or water damage to the structure or structures? *If yes, explain below* Yes No Unknown NA

21. Is there any fire or smoke damage to the structure or structures? *If yes, explain below* Yes No Unknown NA

22. Is there any termite, insect, rodent or pest infestation or damage? *If yes, explain below* Yes No Unknown NA

23. Has the property been tested for termite, insect, rodent or pest infestation or damage? Yes No Unknown NA

If yes, please attached report(s)

24. What is the type of roof/roof covering (slate, asphalt, other)? asphalt shingles

• Any known material defects? no

• How old is the roof? old roofing torn off and replaced in 2012

• Is there a transferable warrantee on the roof in effect now? *If yes, explain below* no

Property Condition Disclosure Statement

25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? Yes No Unknown NA

MECHANICAL SYSTEMS AND SERVICES

26. What is the water source? (Check all that apply) Well Private Municipal
 Other: _____

• If municipal, is it metered? Yes No Unknown NA

27. Has the water quality and/or flow rate been tested? Yes No Unknown NA

28. What is the type of sewage system? (Check all that apply) Public Sewer Private Sewer
 Septic Cesspool

• If septic or cesspool, age? na

• Date last pumped? na

• Frequency of pumping? na

• Any known material defects? If yes, explain below Yes No Unknown NA

29. Who is your electric service provider? NYSEG/NYSEG

• What is the amperage? There are (5) 60 amp services, including one for the house

• Does it have circuit breakers or fuses? circuit breakers

• Private or public poles? public

• Any known material defects? If yes, explain below Yes No Unknown NA

30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? If yes, state locations and explain below Yes No Unknown NA

31. Does the basement have seepage that results in standing water? If yes, explain below Yes No Unknown NA

Property Condition Disclosure Statement

Are there any known material defects in any of the following? If yes, explain below. Use additional Sheets if necessary

- 32. Plumbing system? Yes No Unknown NA
- 33. Security system? Yes No Unknown NA
- 34. Carbon monoxide detector? Yes No Unknown NA
- 35. Smoke detector? Yes No Unknown NA
- 36. Fire sprinkler system? *There is a supervised fire alarm system on site.* Yes No Unknown NA
- 37. Sump pump? Yes No Unknown NA
- 38. Foundation/slab? Yes No Unknown NA
- 39. Interior walls/ceilings? *Apt 1 kitchen to be painted prior to closing.* Yes No Unknown NA
- 40. Exterior walls or siding? Yes No Unknown NA
- 41. Floors? *usual wear and tear on floors* Yes No Unknown NA
- 42. Chimney/fireplace or stove? *Chimney above the roof line in need of maintenance and pointing.* Yes No Unknown NA
- 43. Patio/deck? Yes No Unknown NA
- 44. Driveway? *concrete parking pad has some cracks & patches* Yes No Unknown NA
- 45. Air conditioner? Yes No Unknown NA
- 46. Heating system? *single thermostat in the lowest level apt* Yes No Unknown NA
- 47. Hot water heater? *there are two natural gas hot water heaters* Yes No Unknown NA

48. The property is located in the following school district Ithaca City School District, Belle Sherman Elementary

Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and floodplain maps).

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

Property Condition Disclosure Statement

SELLER'S CERTIFICATION:

Seller certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature

Michael Busch

X _____

02 / 14 / 2023

Date _____

Seller's Signature

X _____

Date _____

BUYER'S ACKNOWLEDGMENT:

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer's Signature

X _____

Date _____

Buyer's Signature

X _____

Date _____

LEASE AGREEMENT

202 Stewart Avenue, LLC

Made on 25 October 2022, by and between 202 Stewart Avenue LLC, hereinafter called "Landlord" and

[REDACTED]

hereinafter called "Tenant."

In consideration of the rent herein reserved and of the covenants herein contained and by the Tenant to be performed, the Landlord does lease to the Tenant and the Tenant hire from the Landlord, the following premises,

Viz: 202 Stewart Avenue, Apt. 1, Ithaca, New York, for the Academic Year 2023-2024, a term of 10 months, commencing at noon on 1 August 2023 and ending at noon on 31 May 2024 unless sooner terminated as herein provided, at the rent of \$ 22500, payable in monthly installments of \$ 2250 in advance, on, or before the 1st day of each month during said term.

Upon signing the lease: Conditions applying to all tenants are: A late fee of \$50.00 per month may be charged for rent payments postmarked after the 4th day of the month. Rent payments are to be made payable to Michael Busch and delivered [REDACTED] or mailed to: Michael Busch, [REDACTED]

Upon signing the lease accepts payment of \$750 for the first month's rent and \$750 security deposit for a total of \$1500 from each tenant. Security deposits are returned within 30 days of the termination of the lease barring any charges for damages.

The parties hereto, for themselves, their heirs, executors, administrators and assigns, do hereby covenant to and with each other as follow

1. **RESPONSIBILITIES OF THE PARTIES.** All taxes will be paid by Landlord. The following will be paid as indicated:

Landlord: Water and Sewer Heat Cooking Gas Hot Water Electricity.

Tenant: Trash/Recycling

All telephone, information technology and television cable fees will be paid by Tenant.

Lawn care and snow removal from city sidewalks shall be the responsibility of the Landlord. Tenant shall be responsible for snow removal from walkways and porches pertaining exclusively to his/her premises.

2. **TENANT RESPONSIBILITY FOR RENT.** It is expressly understood that each Tenant individually is liable for their full portion of the amount of rent for the term of this agreement.

3. **OCCUPANCY.** The demised premises shall be occupied and used solely as living quarters for the named Tenant and by no other person or persons.

4. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, mortgage, or otherwise encumber this lease, nor sublet or permit the use of said premises or part of said premises by anyone other than themselves without the written permission of Landlord; said permission, however, shall not be withheld unreasonably or arbitrarily.

5. **COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.** Tenant shall comply with all laws and regulations applicable to the premises, and shall not store combustible materials on premises, nor permit an open fire in any place, including barbeque grills on porches or decks. Tenant shall abide by all applicable ordinances pertaining to the disposal of refuse and recyclable materials.

6. **EFFECT OF FIRE AT THE PREMISES.** If premises shall be partly damaged by fire or otherwise, repairs shall be made as speedily as possible and without lapse or abatement of rent due and payable. However, if premises shall be destroyed or so

much damaged by fire or any cause without the fault or neglect of the Tenant or their visitors, as to render said premises untenable in the joint opinion of the Landlord and Tenant, then the Landlord either (a) may forgive payment of any rent from the date of such damages to the date the premises are once again tenable, or in the alternative, (b) may elect to terminate this lease by giving the Tenant five (5) days written notice thereof, and the lease shall expire of the said fifth day, and the Tenant shall surrender said premises, and any rent paid in advance together with any unapplied-for portions of the principal and supplementary security deposits shall be refunded to the Tenant pro-rata to the date of said expiration. No claim for compensation will be made by the Tenant against the Landlord for inconvenience or annoyance arising out of repairs or improvements made to the house or any portion thereof at any time.

7. **LIMIT OF LIABILITY.** Landlord shall not be liable for any loss or damage to the property of Tenant or their visitors. Tenant may wish to obtain personal insurance protection. Any property brought onto the premises by the Tenant or their guests which shall not have been removed at the termination of the lease, shall be deemed to have been abandoned and either may be retained by the Landlord as his/her property, or may be disposed of in such manner as the Landlord may deem appropriate. In the case of sale, Landlord shall first apply proceeds to expenses of sale, including transportation, storage and advertising costs, any surplus therefrom to be given to Tenant, and any deficit therefrom to be paid by Tenant to Landlord.

8. **HOLD HARMLESS.** The Tenant shall defend, indemnify, and save harmless the Landlord from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims, or judgments arising from injury to person or property, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, its employees, agents, customers or invitees.

9. **TERMS.** All terms of this lease shall be interpreted according to the laws of the State of New York and the venue for any court proceedings shall be in Ithaca, State of New York.

10. **ACCESSIBILITY TO THE PREMISES.** The Landlord and his/her guests shall be permitted to enter the demised premises for inspection, repairs, and future leasing or sale, at reasonable hours, whether or not the Tenant is present. Landlord shall, however, make a reasonable effort to notify Tenant before showing premises to prospective Tenants. For the purposes of fulfilling the local ordinance regarding the showing of apartments, the 60-day period for compliance begins on the start date of this lease.

11. **DEFAULT.** Upon default in payment of rent, or upon default in the performance of, or breach of, any covenant, term or condition in this lease on the Tenant part to be performed, and regardless of whether such breach or default was occasioned or caused, directly or indirectly, by the Tenant, or if any Tenant makes an assignment for the benefit of creditors, the Landlord may at its option upon three (3) days written notice, terminate this lease, and this lease and the term thereof shall automatically cease at the end of the three-day period; in such event it is agreed that the Landlord may re-enter and repossess the demised premises. To effectuate this agreement, Tenant hereby authorizes the issuance of a Warrant-to-Remove by any court of competent jurisdiction, which shall be served only in the event Tenant fails to vacate the premises by the end of said three-day period. The Landlord is authorized to repossess the apartment as agent of the Tenant and relet the premises for the account of the Tenant, applying the avails thereof, first, to the expenses that may accrue in re-entering, then to the expense, commissions, or fee occasioned by reletting, then to the payment of the rent due by these presents and the balance to be paid over to the Tenant, or the Landlord may hold the Tenant accountable for any deficiency remaining after so applying the proceeds.

12. **REPRESENTATIONS-MODIFICATIONS.** The Landlord has made no representations or promises in respect to the demised premises or its contents. This lease contains the final and entire agreement between the parties hereto and neither party to this lease shall be bound by any terms, conditions or representations, oral or written, not set forth herein. It is expressly agreed that this lease may not be modified orally.

13. **SURRENDER.** The Tenant will surrender the premises, its appurtenances and appliances and other personal property at the termination of the lease, by lapse of time or otherwise, in as good and clean condition as when taken, excepting only ordinary use and wear thereof through proper usage. In the event Tenant has not completely vacated premises by end of lease term, as stipulated above, the Tenant will be charged at a rate of \$500 per day which shall accrue on a daily basis until the Tenant has completely vacated premises. Tenant holdover shall in no way be construed as a month to month tenancy.

14. **FAILURE TO GIVE POSSESSION.** If Landlord shall be unable to give possession of leased premises on the date of commencement of the term hereof, for any reason, Landlord shall not be subject to any liability for failure to give possession

on said date. Under such circumstances the rent to be paid herein shall not commence until the possession of the premises is given or the premises are available for occupancy by Tenant and no such failure to give possession on date of commencement of the term shall in any way affect the validity of this lease or the obligation of Tenant hereunder and shall not be construed in any way to extend the term of the lease.

15. **REPAIRS.** Tenant shall pay for repairs to the demised premises and/or for repair or replacement of its fixtures, appliances, furnishings and appurtenances, whenever damage result from any act or omission, misuse, or neglect of the Tenant or their visitors. Tenant agrees that the fair and reasonable cost of such repair or replacement of its fixtures, appliances, furnishings and appurtenances, shall be determined on statements rendered by the Landlord to the Tenant and the sum so determined shall be paid with the succeeding month's rent. The Landlord shall pay for all other damages to the property.

16. **RULES AND REGULATIONS.** Tenant, for themselves and other persons in the demised premises with their consent, agree to comply fully with the following rules and regulations:

(a) Tenant shall not make or permit any disturbing noises in or about the premise by themselves or others, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other occupants of the premises of the neighbors. Tenant shall not play upon or permit to be played upon any musical instrument between the hours of 11:00 PM and the following 10:00 AM, nor operate any mechanical device at any time at a disturbing, annoying volume. Tenants expressly agree to comply fully with the rules and regulations pertaining to noise as outlined above. **On the basis of any complaint regarding disturbing noise created by Tenant or tenant=s guests in or about the premises, Tenants will at Landlord=s or house manager's request immediately and permanently desist from making or permitting such noise.**

(b) No animals; dogs, cats, birds, or other pets of any kind; shall be taken into or kept in or about the building. **Further, Tenant will pay additional rent of \$10 per day for each dog, cat or other pet kept in or about the premises in violation of this agreement.**

(c) Tenant shall not make any changes in or connections to the plumbing, heating, electrical, telephone or television cable system, nor install any major appliances such as air-conditioners, refrigerators, washing machines, or clothes dryers without Landlord's written permission. Tenants shall make no changes to fixtures of the house including draperies/curtains/window treatments or hardware pertaining to such.

(d) No lock shall be changed or a new lock installed;

(e) the Tenant shall make no alterations, decorations, structural changes or additions to or in said house, and shall not make attachments to the walls, ceiling or facilities by any means whatever. Tenant shall not use tape, two sided tape, clay, glue, nails, brads or any other materials to affix posters, decorations, or any other items to the walls, ceilings, or surfaces of the apartment and acknowledge that if any other material other than tacks or push pins are used, they shall be responsible for the full cost of the wall, ceiling, or surface repair, including repainting painting of these areas.

(f) no radio or television aerial shall be installed on the roof or exterior walls of the building;

(g) air conditioners, Christmas/holiday lights and/or space heaters ARE NOT permitted.

(e) Tenants must store their trash in the designated area for trash with the lid on the trashcan or incur a fine levied by the City of Ithaca for each bag improperly placed. Trash is to be placed curbside for pickup on a weekly basis; recycling on a bi-weekly basis. Containers are to be promptly returned to the designated areas. Trash is not to be stored in apartments, but must be removed to the designated trash cans outside. Trash and recycling found stored inside the apartment will be liable to a fine levied by the landlord.

(h) no refuse or rubbish or any kind shall be thrown down the toilet or sinks; the cost of freeing a plugged toilet shall be \$50;

(i) no refuse (including cigarette butts), furnishings, personal effects, or unsightly, or hazardous items of any kind shall be placed on the exterior of the premises or on the porches, balconies, gardens, walkways or other exterior structures pertaining to the premises;

- (j) use of gas and/or charcoal grills on porches, balconies or within the premises is absolutely forbidden;
- (k) Tenants will, under no circumstances, use the porch roof or the fire escape as a deck. These are not places for congregation. Tenants are not allowed on the roof. Tenants will not place ANY items of furniture on the roof. Failure to comply will result in a fine assigned by the City of Ithaca.
- (l) Tenants will, under no circumstances, use the fire escape/balconies/back porches as a place of congregation for themselves and/or their guests. On the basis of such an occurrence created by Tenant or tenant=s guests, Tenants will at Landlord=s or house manager’s request immediately and permanently desist from such activity. Further, Tenants will not place any “inside” furniture on the porch, this includes sofas, couches, any upholstered furniture. Porch is to be kept in a clean and sanitary condition at a times. This is in line with City of Ithaca Code 6-13-2001, Tenants will be liable for any violation.
- (m) cars and other vehicles shall not be parked on lawn, or any other place not specifically designated for parking;
- (n) Smoking is **not permitted** unless written permission is given by Landlord. Tenant will be required to pay for the complete replacement of any item of furniture or carpeting that contain a minimum of one cigarette burn.
- (o) Laundry to be used by named Tenant only. **Any** violation will result in the laundry being removed.
- (p) Premises are furnished. For each named tenant the following shall be provided: a desk, office chair, a dresser, a bed. Living room and dining area: couch, coffee table, dining room table and chairs. No other furniture is necessarily provided. If you find items here listed missing or broken, please inform the House Manager who will see that they are replaced. Items brought in or abandoned by tenants, must be removed by tenants or a dump fee will be assessed. This includes any additional items of furniture, kitchen appliances, refuse, recycling or any other items.
- (q) No more than ____3____ persons shall occupy the premises.
- (r) **Tenant shall keep premises in a clean and sanitary condition.** Failure to do so will result in Landlord making necessary arrangements to clean the apartment and billing Tenant accordingly.

IN WITNESS WHEREOF, the parties hereto interchangeably have set their hand and seals the day and year above first written.

Landlord

Tenant

Tenant

Tenant

LEASE AGREEMENT
202 Stewart Avenue, LLC

Made on 3/28/2023, by and between 202 Stewart Avenue LLC, hereinafter called "Landlord" and


hereinafter called "Tenant."

In consideration of the rent herein reserved and of the covenants herein contained and by the Tenant to be performed, the Landlord does lease to the Tenant and the Tenant hire from the Landlord, the following premises,

Viz: 202 Stewart Avenue, Apt. Ground Level, Ithaca, New York, for the Academic Year 2023-2024, a term of 12 months, commencing at noon on 20 June 2023 and ending at noon on 31 May 2024 unless sooner terminated as herein provided, at the rent of \$ 14110, payable in monthly installments of \$ 1245 in advance, on, or before the 1st day of each month during said term.

Upon signing the lease: Conditions applying to all tenants are: A late fee of \$50.00 per month may be charged for rent payments postmarked after the 4 th day of the month. Rent payments are to be made payable to Michael Busch mailed to: 

Upon signing the lease accepts payment of \$415 for the first month's rent and \$1245 security deposit for a total of \$1660 from each tenant. Security deposits are returned within 30 days of the termination of the lease barring any charges for damages.

The parties hereto, for themselves, their heirs, executors, administrators and assigns, do hereby covenant to and with each other as follow

1. RESPONSIBILITIES OF THE PARTIES. All taxes will be paid by Landlord. The following will be paid as indicated:

Landlord: Water and Sewer Heat Cooking Gas Hot Water Electricity.

Tenant: Trash/Recycling

All telephone, information technology and television cable fees will be paid by Tenant.

Lawn care and snow removal from city sidewalks shall be the responsibility of the Landlord. Tenant shall be responsible for snow removal from walkways and porches pertaining exclusively to his/her premises.

2. TENANT RESPONSIBILITY FOR RENT. It is expressly understood that each Tenant individually is liable for their full portion of the amount of rent for the term of this agreement.

3. OCCUPANCY. The demised premises shall be occupied and used solely as living quarters for the named Tenant and by no other person or persons.

4. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, mortgage, or otherwise encumber this lease, nor sublet

or permit the use of said premises or part of said premises by anyone other than themselves without the written permission of Landlord; said permission, however, shall not be withheld unreasonably or arbitrarily.

5. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES. Tenant shall comply with all laws and regulations applicable to the premises, and shall not store combustible materials on premises, nor permit an open fire in any place, including barbeque grills on porches or decks. Tenant shall abide by all applicable ordinances pertaining to the disposal of refuse and recyclable materials.

6. EFFECT OF FIRE AT THE PREMISES. If premises shall be partly damaged by fire or otherwise, repairs shall be made as speedily as possible and without lapse or abatement of rent due and payable. However, if premises shall be destroyed or so much damaged by fire or any cause without the fault or neglect of the Tenant or their visitors, as to render said premises untenable in the joint opinion of the Landlord and Tenant, then the Landlord either (a) may forgive payment of any rent from the date of such damages to the date the premises are once again tenable, or in the alternative, (b) may elect to terminate this lease by giving the Tenant five (5) days written notice thereof, and the lease shall expire on the said fifth day, and the Tenant shall surrender said premises, and any rent paid in advance together with any unapplied-for portions of the principal and supplementary security deposits shall be refunded to the Tenant pro-rata to the date of said expiration. No claim for compensation will be made by the Tenant against the Landlord for inconvenience or annoyance arising out of repairs or improvements made to the house or any portion thereof at any time.

7. LIMIT OF LIABILITY. Landlord shall not be liable for any loss or damage to the property of Tenant or their visitors. Tenant may wish to obtain personal insurance protection. Any property brought onto the premises by the Tenant or their guests which shall not have been removed at the termination of the lease, shall be deemed to have been abandoned and either may be retained by the Landlord as his/her property, or may be disposed of in such manner as the Landlord may deem appropriate. In the case of sale, Landlord shall first apply proceeds to expenses of sale, including transportation, storage and advertising costs, any surplus therefrom to be given to Tenant, and any deficit therefrom to be paid by Tenant to Landlord.

8. HOLD HARMLESS. The Tenant shall defend, indemnify, and save harmless the Landlord from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims, or judgments arising from injury to person or property, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, its employees, agents, customers or invitees.

9. TERMS. All terms of this lease shall be interpreted according to the laws of the State of New York and the venue for any court proceedings shall be in Ithaca, State of New York.

10. ACCESSIBILITY TO THE PREMISES. The Landlord and his/her guests shall be permitted to enter the demised premises for inspection, repairs, and future leasing or sale, at reasonable hours, whether or not the Tenant is present. Landlord shall, however, make a reasonable effort to notify Tenant before showing premises to prospective Tenants. For the purposes of fulfilling the local ordinance regarding the showing of apartments, the 60-day period for compliance begins on the start date of this lease.

11. DEFAULT. Upon default in payment of rent, or upon default in the performance of, or breach of, any covenant, term or condition in this lease on the Tenant part to be performed, and regardless of whether such breach or default was occasioned or caused, directly or indirectly, by the Tenant, or if

any Tenant makes an assignment for the benefit of creditors, the Landlord may at its option upon three (3) days written notice, terminate this lease, and this lease and the term thereof shall automatically cease at the end of the three-day period; in such event it is agreed that the Landlord may re-enter and repossess the demised premises. To effectuate this agreement, Tenant hereby authorizes the issuance of a Warrant-to-Remove by any court of competent jurisdiction, which shall be served only in the event Tenant fails to vacate the premises by the end of said three-day period. The Landlord is authorized to repossess the apartment as agent of the Tenant and relet the premises for the account of the Tenant, applying the avails thereof, first, to the expenses that may accrue in re-entering, then to the expense, commissions, or fee occasioned by reletting, then to the payment of the rent due by these presents and the balance to be paid over to the Tenant, or the Landlord may hold the Tenant accountable for any deficiency remaining after so applying the proceeds.

12. REPRESENTATIONS--MODIFICATIONS. The Landlord has made no representations or promises in respect to the demised premises or its contents. This lease contains the final and entire agreement between the parties hereto and neither party to this lease shall be bound by any terms, conditions or representations, oral or written, not set forth herein. It is expressly agreed that this lease may not be modified orally.

13. SURRENDER. The Tenant will surrender the premises, its appurtenances and appliances and other personal property at the termination of the lease, by lapse of time or otherwise, in as good and clean condition as when taken, excepting only ordinary use and wear thereof through proper usage. In the event Tenant has not completely vacated premises by end of lease term, as stipulated above, the Tenant will be charged at a rate of \$500 per day which shall accrue on a daily basis until the Tenant has completely vacated premises. Tenant holdover shall in no way be construed as a month to month tenancy.

14. FAILURE TO GIVE POSSESSION. If Landlord shall be unable to give possession of leased premises on the date of commencement of the term hereof, for any reason, Landlord shall not be subject to any liability for failure to give possession

on said date. Under such circumstances the rent to be paid herein shall not commence until the possession of the premises is given or the premises are available for occupancy by Tenant and no such failure to give possession on date of commencement of the term shall in any way affect the validity of this lease or the obligation of Tenant hereunder and shall not be construed in any way to extend the term of the lease.

15. REPAIRS. Tenant shall pay for repairs to the demised premises and/or for repair or replacement of its fixtures, appliances, furnishings and appurtenances, whenever damage result from any act or omission, misuse, or neglect of the Tenant or their visitors. Tenant agrees that the fair and reasonable cost of such repair or replacement of its fixtures, appliances, furnishings and appurtenances, shall be determined on statements rendered by the Landlord to the Tenant and the sum so determined shall be paid with the succeeding month's rent. The Landlord shall pay for all other damages to the property.

16. RULES AND REGULATIONS. Tenant, for themselves and other persons in the demised premises

with their consent, agree to comply fully with the following rules and regulations:

(a) Tenant shall not make or permit any disturbing noises in or about the premise by themselves or others, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other occupants of the premises of the neighbors. Tenant shall not play upon or permit to be played upon any musical instrument between the hours of 11:00 PM and the following 10:00 AM, nor operate any mechanical device at any time at a disturbing, annoying volume. Tenants expressly agree to comply fully with the rules and regulations pertaining to noise as outlined above. On the basis of any complaint regarding disturbing noise created by Tenant or tenants guests in or about the premises, Tenants will at Landlord's or house manager's request immediately and permanently desist from making or permitting such noise.

(b) No animals; other than 1 cat; shall be taken into or kept in or about the building. Further, Tenant will pay additional rent of \$10 per day for each dog, cat or other pet kept in or about the premises in violation of this agreement.

(c) Tenant shall not make any changes in or connections to the plumbing, heating, electrical, telephone or television cable system, nor install any major appliances such as air-conditioners, refrigerators, washing machines, or clothes dryers without Landlord's written permission. Tenants shall make no changes to fixtures of the house including draperies/curtains/window treatments or hardware pertaining to such.

(d) No lock shall be changed or a new lock installed;

(e) the Tenant shall make no alterations, decorations, structural changes or additions to or in said house, and shall not make attachments to the walls, ceiling or facilities by any means whatever. Tenant shall not use tape, two sided tape, clay, glue, nails, brads or any other materials to affix posters, decorations, or any other items to the walls, ceilings, or surfaces of the apartment and acknowledge that if any other material other than tacks or push pins are used, they shall be responsible for the full cost of the wall, ceiling, or surface repair, including repainting painting of these areas.

(f) no radio or television aerial shall be installed on the roof or exterior walls of the building;

(g) air conditioners, Christmas/holiday lights and/or space heaters ARE NOT permitted.

(e) Tenants must store their trash in the designated area for trash with the lid on the trashcan or incur a fine levied by the City of Ithaca for each bag improperly placed. Trash is to be placed curbside for pickup on a weekly basis; recycling on a bi-weekly basis. Containers are to be promptly returned to the designated areas. Trash is not to be stored in apartments, but must be removed to the designated trash cans outside. Trash and recycling found stored inside the apartment will be liable to a fine levied by the landlord.

(h) no refuse or rubbish or any kind shall be thrown down the toilet or sinks; the cost of freeing a plugged toilet shall be \$50;

(i) no refuse (including cigarette butts), furnishings, personal effects, or unsightly, or hazardous items of any kind shall be placed on the exterior of the premises or on the porches, balconies, gardens, walkways or other exterior structures pertaining to the premises;

(j) use of gas and/or charcoal grills on porches, balconies or within the premises is absolutely forbidden;

(k) Tenants will, under no circumstances, use the porch roof or the fire escape as a deck. These are not places for congregation. Tenants are not allowed on the roof. Tenants will not place ANY items of furniture on the roof. Failure to comply will result in a fine assigned by the City of Ithaca.

(l) Tenants will, under no circumstances, use the fire escape/balconies/back porches as a place of congregation for themselves and/or their guests. On the basis of such an occurrence created by Tenant or tenants guests, Tenants will at Landlord=s or house manager's request immediately and permanently desist from such activity. Further, Tenants will not place any "inside" furniture on the porch, this includes sofas, couches, any upholstered furniture. Porch is to be kept in a clean and sanitary condition at a times. This is in line with City of Ithaca Code 6- 13-2001, Tenants will be liable for any violation.

(m) cars and other vehicles shall not be parked on lawn, or any other place not specifically designated for parking;

(n) Smoking is not permitted unless written permission is given by Landlord. Tenant will be required to pay for the complete replacement of any item of furniture or carpeting that contain a minimum of one cigarette burn.

(o) Laundry to be used by named Tenant only. Any violation will result in the laundry being removed.

(p) Premises are not furnished.

(q) No more than 1 persons shall occupy the premises.

(r) Tenant shall keep premises in a clean and sanitary condition. Failure to do so will result in Landlord making necessary arrangements to clean the apartment and billing Tenant accordingly.

IN WITNESS WHEREOF, the parties hereto interchangeably have set their hand and seals the day and year above first written.

DocuSigned by:

3/28/2023
591D720EB81F400...
Landlord

DocuSigned by:

3/28/2023
A56E09FD797E432...
Tenant