

FINGER LAKES COMMUNITY COLLEGE
STATEMENT OF NON-DISCRIMINATION

IN ACCORDANCE WITH THE DIRECTIVE FROM THE STATE UNIVERSITY OF NEW YORK AND THE STATE EDUCATION DEPARTMENT, FINGER LAKES COMMUNITY COLLEGE'S HOUSING GUIDE WILL ONLY CONTAIN THE LANDLORDS WHO ADHERE TO THIS DIRECTIVE IN THEIR PRACTICES.

THE STATE UNIVERSITY OF NEW YORK
THE STATE EDUCATION DEPARTMENT

III. Assurance of non-discrimination in off-campus housing

Institutions should secure assurance from the landlords and homeowners that access to off-campus housing listed by the institution is not restricted on the basis of race, creed, color, handicap, sex, or national origin.

IF YOU WISH TO REMAIN IN THE HOUSING GUIDE, PLEASE SIGN THE FOLLOWING STATEMENT IN THE DESIGNATED AREAS.

I, _____ do hereby agree that I will not discriminate on the basis of race, creed, color, handicap, sex, or national origin when renting.

Signature

Date

FINGER LAKES COMMUNITY COLLEGE

HOUSING POLICY

Finger Lakes Community College **DOES NOT OWN OR OPERATE ANY OFF-CAMPUS HOUSING**. All the listings in this *Guide* are privately owned and operated. Because of this, the *Guide* is maintained solely as a service for both landlords and student tenants.

College personnel do not supervise the premises described, and the College does not become party to private landlord tenant matters.

College personnel will not become involved in any transactions between or on behalf of landlords or tenants, such as directing or arranging the lease of a particular facility, collecting rents and deposits, paying damages, dictating terms of lease, or otherwise making the college party to private landlord matters.

The accommodations herein listed are made available without restriction based on race, creed, color, handicap, sex, or national origin.

Finger Lakes Community College assumes no obligation for damages or payment of rent and will not employ any College sanctions to assure payment of financial obligations or to resolve differences between tenants and landlords.

Finger Lakes Community College assumes no obligation for compliance with local statutes for fire and housing code inspections. We would recommend the tenants request verification of said inspections.

Finger Lakes Community College
Admissions Office
4355 Lakeshore Drive
Canandaigua, NY 14424

Telephone Number: (716) 394-3500, extension 278

Rental Property Listing Policy for the Guide to Student Housing

The FLCC Guide to Student Housing is primarily designed to aid students in making their local housing arrangements. It contains important information that can be helpful in seeking housing and in working with landlords. Also included in the Guide is a list of locally available housing. Landlords are listed in the Guide by application through the FLCC Student Life Office. Applications must be received by the date indicated on the application in order to be considered for listing in the following term's Guide to Student Housing.

If the Director of Student Life or the Dean of Student Services finds that there is a pattern of misconduct, complaints and/or incidents at a particular property listed in the Guide, that property may be removed from the guide.

Procedure for removing a property listing from the Guide:

1. The Dean of Student Services Office will notify the landlord via letter of specific concerns regarding a property and the reasons for removing them from the Guide.
2. The landlord will have two calendar weeks from the date of mailing of said letter to appeal to the Dean's office in writing. Within such time, the landlord may submit to the Dean any written materials s/he so desires, in opposition to the proposed exclusion from the Guide.
3. The Dean may:
 - a. Meet with the landlord to receive any additional evidence the Dean may deem relevant to the issue and/or to seek resolution of the concern(s);
 - b. Conduct such further inquiry or investigation into the matter as the Dean may deem appropriate.
4. The Dean's decision will be final.

The Guide to Student Housing is offered as a service to students and landlords. Including a property in the Guide does not constitute endorsement of said property. FLCC assumes no obligation for damages, payment of rent or compliance with local statutes and housing code.

**FINGER LAKES COMMUNITY COLLEGE
SAMPLE LEASE AGREEMENT**

THE OFFICE OF STUDENT LIFE AND THE DEAN OF STUDENT SERVICES OFFICE AT FINGER LAKES COMMUNITY COLLEGE OFFERS LANDLORDS THIS SAMPLE LEASE AS A MEANS TO SIMPLIFY AND STANDARDIZE THE LEASE AGREEMENT. WE FEEL THIS SAMPLE LEASE WILL OFFER PROTECTION TO BOTH THE LANDLORD AND TENANT AND WILL SERVES AS A PRACTICAL WORKING DOCUMENT WHEN DEVELOPING A LEASE AGREEMENT.

I. Parties

The parties in this agreement are _____
hereinafter called "Landlord," and

_____ hereinafter called "Tenant." If the landlord is the agent of the owner of said property, the owner's name and address is _____

II. Property

The landlord hereby lets the following property to Tenant for the term of this agreement: (a) the real property known as

_____ and (b) the following furniture and appliances on said property:

III. Term

The term of this agreement shall be for _____
beginning on _____ and ending on _____.

IV. Rent

The total rental for said property shall be \$ _____ to be paid _____
in amounts of \$ _____, due and payable on the _____ day of
every _____. Rent should be paid by cashiers checks, personal checks or money orders.

V. Utilities

Landlord agrees to furnish the following services and/or utilities:

Electricity, Garbage Collection, Trash Removal, Heat,
Water, Snow Removal, Sewage, _____.

VI. Deposits

Tenant will pay the following deposits(s) and/or fees and the TERMS OF REFUND ARE:

VII. Tenant shall not lease or sublease said premises without the prior written consent of the Landlord.

- VIII. Landlord may enter the premises at reasonable times for the purposes of inspection, maintenance, or repair, and to show the premises to buyers or prospective tenants. In all instances, except those of emergency or abandonment, the Landlord shall give Tenant reasonable notice (at least one day) prior to such entry.
- IX. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the Landlord.
- X. Landlord agrees to maintain regularly the building and grounds in a clean, orderly and neat manner. Landlord further agrees upon notice by Tenant to complete within a reasonable time, all necessary repairs, including those of appliances and utilities, which are furnished with the premises.
- XI. Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building and neighborhood residents. Tenant further agrees not to maintain a public nuisance and not to conduct business or commercial activities on the premises.
- XII. Tenant shall, upon termination of this Agreement, vacate and return the dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.
- XIII. Any waiver or modification of the conditions of this Agreement shall be in writing.
- XIV. Any holding over after the termination of this Lease shall be construed as creating a month-to-month tenancy.
- XV. Additional Terms: **(Refer to the attached addendum for additional terms the Landlord may choose to include in the agreement.)**

We, the undersigned, agree to this Lease:

Landlord: _____

Tenant(s): _____

Signatures(s)

Signature(s)

(Parent/guardian signature required if under 18.)

Date _____

**FINGER LAKES COMMUNITY COLLEGE
LEASE AGREEMENT ADDENDUM
OPTIONS FOR ADDITIONAL TERMS**

THE OFFICE OF STUDENT LIFE AND THE DEAN OF STUDENT SERVICES OFFICE AT FINGER LAKES COMMUNITY COLLEGE OFFERS LANDLORDS THIS ADDENDUM THAT IDENTIFIES ADDITIONAL TERMS FOR POSSIBLE INCLUSION IN THE LEASE AGREEMENT.

The Landlord may terminate the Lease Agreement and take possession of the property located at _____ at any time for violation of the provisions of the Housing Agreement. The following conditions are strictly enforced:

1. The Landlord reserves the right to inspect the property for health, safety and maintenance reasons. This includes the right to enter the property whenever there is a reason or cause to believe that there exists therein a danger to person or property or a violation of FLCC rules.
2. Student tenants must be in good standing at the College. (Good standing can be defined as academic good standing, not de-matriculated; no code of conduct violations; payment of all bills, etc.)
3. Causing a fire alarm, breaking or damaging a heat or smoke detector or removing or tampering with any fire or safety equipment is strictly prohibited.
4. The use or possession of drugs or drug paraphernalia without medical prescription or supervision is prohibited.
5. Possession of alcoholic beverages for tenants and/or non-tenants under 21 years of age is not permitted.
6. Distribution of alcoholic beverages to tenants and/or non-tenants under 21 years of age is not permitted.
7. Tenants are responsible for the daily care and cleaning of the property, especially at closing.
8. Tenants residing at the property are responsible for the furniture and condition of the property; damages will result in an assessment against the occupants.
9. Tenants are liable for loss or damage to their personal property, except where legal negligence of others applies. The Landlord does not carry or provide such insurance coverage and will not be responsible for any such theft, damage or loss.
10. The town noise ordinance will be maintained over the right to entertain. Quiet hours are in effect daily after 11:00 p.m. Courtesy hours are in effect at all times.
11. Overnight guests are only allowed for a maximum of 72 hours when properly notifying the Landlord.

