



Rental and Lease Statement of Terms

Thank you for your interest in renting at One Dutchess Luxury Waterfront Apartments. One Dutchess is an equal housing opportunity provider and does not discriminate on the basis of race, color, national origin, religion, sex, familial status, disability, or any other status protected under applicable Federal, New York State, or Local Fair Housing Laws.

All prospective tenants must meet the following qualification standards, documentation requirements and pay all required fees and deposits as outlined below:

1. Application Fee and Terms:

1. Application Fee (non-refundable) -

An application fee, in the amount of **\$60.00**, is required for each adult, 18 years of age and older, who is applying to reside at One Dutchess or co-signing for prospective tenant. This payment partially defrays the cost of administrative paperwork. It's non-refundable.

2. Rental Unit Hold/Deposit (may or may not be refundable) -

In addition to any application fee, you have delivered to our representative a Rental Unit Hold/Deposit in the amount of **\$250.00**. The Rental Unit Hold/Deposit is not a security deposit. However, it will be credited toward the required security deposit when the Lease Agreement has been signed by all parties; OR it will be refunded under paragraph 10 if you are not approved; OR it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 6 or 7.

3. Approval When Lease Agreement Is Signed in Advance -

If you and all co-applicants have already signed the Lease Agreement when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Agreement, and then credit the Rental Unit Hold/Deposit of all applicants toward the required security deposit.

4. Approval When Lease Agreement Isn't Yet Signed -

If you and all co-applicants have not signed the Lease Agreement when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Agreement when you and all co-applicants have signed, and then credit the Rental Unit Hold/Deposit of all applicants toward the required security deposit.

5. If You Fail to Sign the Lease Agreement After Approval -

Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Agreement within 3 days after we give you our approval in person, by telephone or by email, or within 5 days after we mail you our approval. If you or any co-applicant fails to sign as required, we may keep the Rental Unit Hold/Deposit as liquidated damages, and terminate all further obligations under this Agreement.

6. **If You Withdraw Before Approval -**

You and any co-applicant may not withdraw your application or the application deposit. If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all Rental Unit Hold/Deposit as liquidated damages, and the parties will then have no further obligation to each other.

7. **Completed Application -**

An Application will not be considered "completed" and will not be processed until all of the following have been provided to us: a separate Application has been fully filled out and signed by you and each co-applicant; an application fee has been paid to us; a Rental Unit Hold/Deposit has been paid to us. If no item is checked, all are necessary for the Application to be considered completed.

8. **Non-approval -**

We will notify you whether you've been approved. Notification may be in person or by email or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval.

9. **Refund After Non-approval -**

If you or any co-applicant is disapproved or deemed disapproved under paragraph 8, we'll refund all Rental Unit Hold/Deposit within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.

10. **Extension of Deadlines -**

If the deadline for signing, approving, or re-funding under paragraphs 6, 9, or 10 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next day.

11. **Notice to or from Co-applicants -**

Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.

12. **Keys or Access Devices -**

We'll furnish keys and/or access devices only after: (1) all parties have signed the contemplated Lease Agreement and other rental documents referred to in the Lease Agreement; and (2) all applicable rents and security deposits have been paid in full.

13. **Signature -**

Our reception of this application is consent only to this Application Agreement. It does not bind us to accept applicant or to sign the proposed Lease Agreement.

2. **Income/Credit/Background Requirements:**

1. **Rent to Income Ratio -**

There is a set standard Rent/Income ratio of no more than 33% for all applicants occupying the apartment. If the monthly rent of the desired apartment exceeds 33% of the combined monthly incomes, then the Rent/Income ratio has not been met and the apartment is deemed unaffordable to applicants.

2. **Acceptable Forms of Income -**

- Paystubs, last 30 days
- Job offer letter on company letterhead with salary and start date
- Bank Statement
- Investment Account Statement

- Social Security, Disability and/or Pension paperwork documenting monthly payment
- Court stamped papers documenting monthly payment for alimony, child support or other court-ordered income
- Tax Returns

3. **Credit/Criminal/Eviction Screening -**

All applicants (18 years of age and older) must consent during application process to a credit and background screening to include credit, criminal and eviction screening. The cost is included in the application fee and is performed by Management Company's choice of a professional screening company; by consenting you also acknowledge that regardless of outcome the application fee is non-refundable.

3. **Declined Applications:**

1. Applicants might be declined for a variety of reasons; including but not limited to:

- Unable to provide a valid Social Security number or a non-U.S. citizen who cannot provide the required USCIS documents
- False information on application
- Outstanding rental collection debt
- Any checks for fees paid during the application process that were returned by bank for NSF
- Unsatisfied monetary judgement currently pending
- Bankruptcy filing not dismissed or discharged
- Credit score below 620
- Failing eviction screening
- Failing criminal screening
- Does not meet the income requirements listed in section 2.1

4. **Term of Lease Agreement:**

1. **Lease Terms -**

One Dutchess will offer, at Management discretion, a lease term no shorter than 12 months and no longer than 24 months, depending upon the current availability of apartments at the time of leasing.

2. **Short-Term Leases -**

One Dutchess will not offer short term leases. However, a lease might be extended on a month-to-month basis at Management discretion.

5. **Deposits:**

1. **Security Deposit -**

A security deposit in the amount of one (1) full month's rent is due prior or at lease signing. Certain aspects might require additional security and this is at Management discretion. There will be an automatic **\$75.00** deducted from your security upon move-out for a turnover fee. The security deposit will be refunded upon move-out, assuming Tenant is in good standing and returns the leased apartment in the condition you received it in, minus normal wear and tear.

2. **Non-Refundable Pet Deposit -**

See section 7.3 below regarding Pet Policy and Fees.

6. Miscellaneous Fees:

1. **Amenity Fee –**

There will be an amenity fee, upon each lease term, in the amount of **\$250.00** which will be due at time of lease signing.

2. **Lockout Fee -**

In the event that a Tenant is locked out of the building or their apartment and request Management to give them access, lockout fees will be provided as follows:

- During regular business hours - Monday-Saturday, 8:00AM-4:00PM, a **\$25.00** lockout fee will apply.
- After business hours - a **\$75.00** lockout fee will apply.
- Holidays - a **\$125.00** lockout fee will apply.

3. **Replacement Key Fee -**

In the event that a Tenant loses their key, a replacement key fee will be provided as follows:

- Key Fob – **\$50.00**
- Garage/Gate Clicker - **\$100.00**

4. **Late Fees/Non-Sufficient Funds Fee (NSF) -**

- Late Fee - Monthly rent payments are due on the 1st of each month and are subject to a late fee if received in the office after business on the 4th of each month. A late fee in the amount of **\$100.00** will be charged to Tenants account.
- Non-Sufficient Funds Fee (NSF) – Any payment returned by the bank due to insufficient funds will incur a **\$100.00** NSF Fee which will be charge to Tenants account.

7. Pet Policy Agreement and Fees:

One Dutchess is a pet-friendly community. All tenants are required to sign a Pet Agreement as part of their Lease, acknowledging the rights and responsibilities of having a pet at One Dutchess. In addition, all pets must be approved by Management prior to lease execution. Management is under no accountability to accept a pet at any time during the lease term and approval of a pet is solely at the discretion of Management. Pets must meet the following qualification standards, documentation requirements and pay all required fees and deposits as outlined below:

1. **Pet Limit –**

A maximum of two (2) pet per apartment is permitted and pets are limited to small dogs and cats only.

2. **Pet Weight –**

A maximum pet weight of 40lbs at maturity applies.

3. **Non-Refundable One-Time Pet Deposit/Fee –**

There will be a one-time initial pet deposit/fee charged for each pet as follows:

- Per Dog - **\$500.00**
- Per Cat - **\$250.00**

4. **Monthly Pet Fee –**

There will be a monthly pet fee for each pet as follows and is considered added rent:

- Per Dog - **\$40.00**
- Per Cat - **\$30.00**

5. **Photo and Veterinary Records –**

Tenant is to provide a current photo and veterinary record, dated within the past year. This record must include general health of the pet, weight, age and up to date vaccine records.

8. **Renters Insurance:**

During entire Tenancy and Lease term, Tenant is required to maintain renters insurance with limits of **\$10,000/\$100,000** for Personal Liability and Property Damage. **One Dutchess c/o The O’Neill Group-Dutton, LLC** must be named as additional insured on your policy.

9. **Utilities:**

Utilities that are Tenant responsibility must be in Tenants name on or before the lease start date. Failure to do so will result in an admin fee in the amount of **\$50.00**, plus utilities costs. All utility fees incurred as a result of Tenants failure to turnover into their name will be charged to Tenants account as added rent.

- Electric – (lights, appliances and central air) individually metered account in Tenants name, billed directly to Tenant through utility company.
- Gas – (Heat/Hot water/Cooking Gas) individually metered account in Tenants name, billed directly to Tenant through utility company.
- Water/Sewer – Individually metered account in Tenants name, billed directly to Tenant through City of Poughkeepsie.
- Recycling/Trash – Included in rent. Landlord pays.

10. **Parking:**

1. One Dutchess offers one (1) assigned parking space, free of charge with each apartment.
2. Visitor parking will be in selective areas on the property.
3. One Dutchess, as an option, offers garage parking at an additional monthly fee of **\$125.00** per parking spot, limited availability. All Parking Fees will be considered added rent and charged to Tenants account.
4. All vehicles kept on this property must be kept in usable condition and registered at all times.
5. Should any Tenant or Tenant’s guest be found parking in another Tenant’s assigned parking space and receive a warning notice from the Management Office and fail to comply with rules of parking, will be fined up to **\$100.00** and will be charged to Tenants account as added rent. In addition, Management reserves the right to either boot or tow any vehicle not complying by the parking rules at One Dutchess and need not give notice to tow any vehicle.
6. Management need not give notice to tow any vehicle on property if the vehicle is parking in fire lane, roadways or is preventing the snow removal company from performing their job. All towing fees will be the responsibility of the Tenant.
7. Maintenance and/or repairs of any kind to vehicles are strictly prohibited on property.
8. Any damage to roadways on the property due to oil leak will be repaired and the cost will be Tenant responsibility and will be charged to Tenant.
9. Management and/or Landlord are not responsible for any damages that may occur on property.
10. There shall be no recreational vehicles, such as but not limited to, commercial vehicles, boats, jet-skis, snow mobiles, campers etc.
11. During the winter months, after all snow storms, Tenants and their guests will be responsible to move their vehicles as directed by the snow removal procedures to prevent obstructions during parking lot plowing. This is done for your safety; failure to cooperate with the snow removal process will result in a tow fee. The tow company is by Management Company’s choice of a professional tow company; and billable to Tenant as added rent. If you plan on being out of town during the snow season, please make arrangements to have the vehicle moved during the process.
12. Failing to comply with the above rules of parking within the complex will result in a **\$100.00** fee per occurrence.

11. Smoking Policy:

One Dutchess is a smoke free property which means that the premises to be occupied by Tenant and household occupants have been designated a smoke free living environment. Tenant and occupants of Tenant household shall not smoke within 50 feet of any building, as well as anywhere in the apartment rented by Tenant, in the building where the Tenants apartment is located, on the Tenants balcony, or in any of the common areas, which include but are not limited to the pool and surrounding amenity areas. Nor shall Tenant permit any guest or visitors under the control of Tenant to do so.

12. Common Areas:

All common areas including Tenant balconies are to be kept clear of items including, but not limited to, trash, bicycles, grills (except electric) etc. Common hallways shall have no personal belongings stored. This includes but is not limited to doormats, bicycles, strollers, umbrella stands and wall art.

Tenant must comply with the Rental and Lease Terms. Changes can be made at any time and will be given to Tenant. Management need not enforce all items contained herein against other Tenants. Management and Landlord are not liable to Tenant if another Tenant violates the Rental and Lease Statement of Terms.

Applicants Authorization

I acknowledge and understand that the criteria listed above must be met in order to qualify for tenancy at One Dutchess. I agree to give One Dutchess c/o The O'Neill Group-Dutton, LLC and any of its subsidiaries, agents or assignees authorization to verify all of the personal, income, employment, former tenancy and asset information provided by me in the application process, including authorization to conduct credit, criminal and eviction screenings on myself. I understand that all information collect during the verification process will be used solely for the purposes of determining my eligibility for residing at One Dutchess.

By signing below you acknowledge and agree:

Signature of Applicant **Date Signed**

Name of Applicant (printed)

Signature of Applicant **Date Signed**

Name of Applicant (printed)