

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made and entered into this the 1<sup>st</sup> day of \_\_\_\_\_, at Bloomsburg, Pennsylvania, by and between JACK M. DEAL III and BETSY L. DEAL, of 225 McCracken Rd., Danville, Montour County, Pennsylvania, 17821 hereinafter called "OWNER",

-AND-

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

hereinafter called "TENANT".

**ARTICLE I - DEMISE, DESCRIPTION, USE, TERM AND RENT**

1.01. "OWNER" hereby leases to "TENANT", and "TENANT" hereby leases from "OWNER", that certain property, hereinafter called "THE LEASED PREMISES" situated in the Town of Bloomsburg, Columbia County, Pennsylvania, and described as follows:

\_\_\_\_\_  
BLOOMSBURG, PA 17815

**TERM:** The term of this Lease is the 2017-2018 school year. Fall semester term begins at noon on the Sunday before the first day of classes at Bloomsburg University in August, 2017, and ends at noon on the Sunday following graduation in December, 2017. Spring semester begins at noon on the Sunday before the first day of classes at Bloomsburg University in January, 2018, and ends at noon on the Sunday following graduation in May, 2018.

**RENT:** The rent for the 2017-2018 school year is: \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Payable in two installments: fifty percent (50%) is due on or before the 30th day of April, 2017, and the remaining fifty percent (50%) is due on or before the 31st day of October, 2017.

1.01A. "TENANT" refers to any individual listed at the top of this lease agreement regardless of their enrollment in college. If an individual decides to drop out of college or transfer elsewhere, they are STILL bound to this agreement.

**USE**

1.02. Those listed above as "TENANT" are the only persons allowed to reside in the apartment without the written consent of "OWNER". Occupancy by any additional individual(s) or keeping of any pet(s) is not permitted and will cause forfeiture of all security deposits. Unauthorized occupancy, as defined by "OWNER" is occupancy for two (2) consecutive nights, occupancy any three (3) of five (5) consecutive days or maintaining clothing belonging to a non-tenant, food preparation or consumption, using of bathing or use of other apartment

facilities or similar indications. In the event "OWNER" determines that "TENANT" has allowed a person or persons other than those listed on this Lease as "TENANT" to reside in the apartment then, in such event, "TENANT" shall pay as additional rent that sum equal to the total rent charge set forth on the first page of this Lease, divided by the number of persons listed as "TENANT" to this Lease (i.e. if total rent is \$10,000.00 and there are 5 persons named as "TENANT" on the Lease, the persons listed as "TENANT" owe the "OWNER" an additional \$2,000.00). Said sum shall be considered additional rent under the terms of this Lease and shall be payable within 10 days of written notice of assessment by "OWNER" AND the additional person not listed as a "TENANT" shall immediately vacate the Leased Premises. Further, this remedy shall be cumulative to any other remedy or remedies available to "OWNER" under the terms of this Lease.

1.03. No "TENANT" shall have the right to occupy said premises until all rents and Holding fees have been paid in accordance with the terms of this Lease Agreement.

1.04. No keys shall be given by the "OWNER" to any "TENANT" before all rents and Holding fees have been paid in accordance with the terms of this Lease Agreement. All keys must be returned to the "OWNER" by the end of the rental term. If all keys are not returned and it is necessary for the "OWNER" to have the locks changed and new keys purchased, the cost for changing the locks shall be deducted from the security deposit. There will be a minimum charge of \$5.00 per lost key replaced by the "OWNER".

1.05. It is understood, between the "OWNER" and "TENANT", that the Lease set forth herein is conditioned upon a maximum of \_\_\_\_\_( ) tenants occupying the apartment.

1.06. "THE LEASED PREMISES" does not include any "basement" OR "roof" areas. Access to basements is for utility purposes only. Walking, standing, sitting or sunbathing on any roof surface is forbidden. If "OWNER" finds any indication of, or is made aware that "TENANT" is utilizing basement or roof for any purpose, other than utility access, "OWNER" will lock basement areas and access will be denied for the remainder of the Lease Agreement. "TENANT" agrees that "OWNER'S" decision on basement access is final and no notification is required. Any use of these areas can be considered a breach of this agreement.

1.06A. "THE LEASED PREMISES" is furnished. This includes but is not limited to: Bedrooms: box-spring, mattress, frame, dresser, desk, chair. Living Room: couch, \_\_\_\_\_, NO televisions are provided. Dining Areas: table, \_\_\_ chairs, \_\_\_\_\_. Kitchen: Toaster/Toaster Oven, Stove, Refrigerator, microwave, silverware, dishes, glasses/cups, dishwasher, \_\_\_\_\_. Washer, clothes dryer. "TENANT" is responsible for these furnishings see Article VII.

**RENT**

1.07. If any portion of the rent for a semester is not paid by the dates set forth on page one, there will be a late fee of fifty dollars (\$50) per week for each individual tenant's late payment. The postmark on the envelope is the determining date as to whether or not the rent is "on time". This late fee becomes additional rent owed to "OWNER". If tenant provides proof of financial aid to the landlord in writing there will be a flat fee of one hundred dollars (\$100) per semester in lieu of the \$50.00 per week late fee, provided the rents are paid within two weeks of the loan payments being disbursed to the tenant.

1.08. The "OWNER" will charge, in addition to the late fee, interest at a rate of 2% per month on any rental payment delinquent by sixty (60) days. The interest will be accrued from the date the rent was owed. Such interest will be in addition to the late fee and the "OWNER" is authorized to apply any excess security deposit to these items.

1.09 If any check for rent is returned to "OWNER" for insufficient funds or any other reason, a charge of \$50.00 or the minimum penalty charged by the bank, whichever is greater, will be charged in addition to any late charges set forth herein. This charge becomes additional rent owed to "OWNER".

1.10. "TENANT" agrees to pay as rent, without demand, and without offset or deduction, in addition to the minimum rent herein before provided, the following: FIRE INSURANCE PREMIUMS - All increases in fire insurance premiums on the Leased Premises in excess of the rate on the Leased Premises at the time of making this Lease, if said increase is required by an act or negligence of the "TENANT".

## **ARTICLE II - UTILITIES**

2.01. All utilities for the apartment are the responsibility of the "TENANT" except as follows:

- A. Water and Sewer - to be paid by "OWNER" for charges up to, but not exceeding \$15.00 per number of "TENANTS" as listed above, per month. Charges in excess of said amount, if any, are the responsibility of the "TENANT". "TENANT" will be provided a copy of the bill and agree to pay "OWNER" within 10 days of receiving the bill.
- B. Garbage collection - to be paid by "OWNER".
- C. Snow and Ice Removal: "OWNER" is responsible for Sidewalks Surrounding the building (those considered "Public" walks). "TENANT" is responsible for Steps to apartment door(s) and any parking area used by "TENANT".

2.02. "TENANT" agrees to pay all charges for which "TENANT" is obligated before they shall become delinquent and shall hold "OWNER" harmless from any liability therefore.

2.03. If the utilities have separate meters for any of the utilities above set forth for the house covered by this Lease, all separate meters for that house must be placed in the name of the "TENANT" who will be billed directly by the utility.

## **ARTICLE III - WASTE AND NUISANCE**

3.01. "TENANT" shall not commit or suffer to be committed, any waste on the Leased Premises, nor shall "TENANT" maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose. The said premises are to be kept and maintained in as good repair and condition as at present and through the expiration of this Lease. The Premises are to be surrendered in like repair and condition, normal wear and damages happening by fire, storm, or other casualties only excepted.

"OWNER" defines "commission of any nuisance" as any disruption that results in complaints from neighbors received by "OWNER" either verbal or in

writing and/or any police or other town authority visits to the property due to complaints. This includes, but is not limited to, loud music, profanity, parties, etc. A fee of \$250 will be assessed for "OWNER's" time, administering and dealing with the complaint, charged to the "TENANTS".

"OWNER" defines "waste" as any object or material, hazardous or otherwise, on the property that results in complaints or is considered by "OWNER" to be offensive.

3.02. The premises are to be kept in a clean and sanitary condition at all times and all recycling and other garbage which may accumulate thereon during the term must be removed. "OWNER" will require "TENANT" to clean parts of the property if, at "OWNER'S" determination, such action is necessary.

#### ARTICLE IV - INSPECTION BY OWNER

4.01. "TENANT" shall permit "OWNER" and/or "OWNER'S" agents to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building. "TENANTS" agree to showing of premises to other prospective tenants or buyers.

#### ARTICLE V - ASSIGNMENT AND SUBLEASE ASSIGNMENT AND SUBLETTING BY TENANT

5.01. An individual "TENANT" may assign this Lease and may sublet the Leased Premises or any part thereof, provided the "OWNER", prior to said assignment or sublease, consents in writing (including text messages) to such assignment or subletting. "OWNER'S" consent will be subject to the conditions outlined below (Section 5.02). No such assignment or subletting shall, however, **in any way** relieve the "TENANT" from their liabilities hereunder, and in the event of any such assignment or subleasing, "TENANT" shall continue to be primarily liable for payment of all rent and additional rent herein provided and for the performance and observance of the other agreements and covenants on their part to be performed and observed by them.

5.02. Conditions of subletting

A. The "TENANT" must notify the "OWNER" in writing of their intent to Sublet at least two weeks prior to the beginning of the semester they are vacating the premises.

B. **All rents and payments are to be made by the "TENANT" on the dates agreed to above, regardless of their proposed date of subletting.** If any refunds are due, including rent or security deposits, after subletting has occurred the "OWNER" will mail the refund to the forwarding address provided by the "TENANT".

C. There may be a fee payable to the "OWNER" for the processing of the subletting arrangements of up to \$300.00 (three hundred dollars).

D. The "TENANT" who is subletting the space is responsible to find a prospective tenant.

1) The "TENANT" who is subletting the space is responsible for advertising the subletting spot, showing the apartment to prospective tenant(s), arranging all meetings with "OWNER", and communicating effectively with "OWNER", other "TENANTS", and prospective tenant(s).

2) The "TENANT" who is subletting the space will arrange to have all other "TENANTS" meet the prospective tenant. The "TENANT" who is subletting the space will have all other "TENANTS" notify "OWNER" that they accept the prospective tenant. The "OWNER" must receive notification

before "OWNER" consents to the sublet. This is the sole responsibility of the "TENANT" who is subletting the space.

E. The prospective tenant will sign this Lease Agreement adding their signature (and that of their parent or guardian) to all other "TENANTS" signatures and becoming joint and severally bound to this Agreement.

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(Subletting acknowledgment)

**ASSIGNMENT BY OWNER**

5.03. "OWNER" is expressly given the right to assign this Lease to any purchaser of the Leased Premises and, upon written assumption of the "OWNER'S" obligation under this Lease by such assignee, "OWNER" shall be relieved of any further liability or obligations hereunder for any events or conditions arising after the execution date of the assignment.

5.04. The "OWNER" is expressly given the right to assign any or all of its' interest under the terms of this Lease to any third party and also the right to assign rentals hereunder as collateral for a loan to "OWNER" or otherwise to secure indebtedness incurred by "OWNER".

**ARTICLE VI - HOLDING FEE/SECURITY DEPOSIT**  
**HOLDING FEE**

6.01. Each "TENANT" shall, at the signing of this Lease, deposit with "OWNER" the sum of Four hundred Dollars (\$400.00) as a non-refundable Holding fee. This reserves the property until the beginning of the term. When the term of this Lease begins and "TENANT" occupies the residence, this Holding fee shall be credited against the Security Deposit required in Section 6.02.

**RECEIPT OF DEPOSIT**

6.02. "TENANT" shall deposit with "OWNER" a Security Deposit of \$400.00 times the number of Tenants listed on the first page of this lease. (For example: if there are 5 tenants listed on this lease then the security deposit shall be  $400 \times 5 = \$2000.00$ ). This refundable Security Deposit is held by the "OWNER" as security for the full and faithful performance by "TENANT" of the aforementioned terms, conditions and covenants of this Lease on "TENANTS'" part to be performed and kept and for the cost of any trash removal, housecleaning and repair or correction of damage in excess of normal wear and tear, and items explained below.

**RENT**

6.03. If at any time during the term hereof "TENANT" shall be in default on the payment of rent herein reserved or any portion hereof, or of any other sums expressly constituting rent hereunder, "OWNER" may appropriate and apply any portion of the security deposit as may be necessary to the payment of the overdue rent or other sums expressly constituting rent hereunder.

**REPAIRS**

6.04. If at any time during the term hereof "TENANT" should fail to repair any damage to the premises that they are required to repair pursuant to the terms hereof, "OWNER" may appropriate and apply any portion of the security deposit as may be reasonably necessary to make such repairs.

**CLEANING**

6.05. At the end of this lease agreement, "OWNER" may have the house thoroughly cleaned, carpets professionally cleaned and "OWNER" is authorized to deduct this from the security deposit. This may be in addition to repair of damages, pet cleaning, or other deductions listed in this agreement.

**LICENSE FEE**

6.06. Any license fee or head tax assessment by the Town of Bloomsburg on a per tenant basis will be deducted from the Security Deposit. Currently \$ 38.00

**CUSTODY OF DEPOSIT**

6.06. "OWNER" agrees to hold such deposit for "TENANT", free from the claim of any creditor of "OWNER".

**TRANSFER OF DEPOSIT**

6.07. Should "OWNER" transfer his interest under this Lease in any manner, he or his agent shall do one of the following acts, either of which will relieve him of further liability with respect to such deposit:

(a). Transfer the portion of such deposit remaining after any lawful deduction, as above, to his successor in interest, and thereafter notify "TENANT" by mail of such transfer, and of the transferee's name and address. On receipt of such remaining deposit, the successor in interest of "OWNER" shall have all the rights and obligations of "OWNER" with respect to such deposit; OR

(b). Return to "TENANT" the portion of such deposit remaining after any lawful deductions have been made.

**RETURN OF DEPOSIT**

6.08. The Security Deposit or any balance thereof shall be returned without interest within thirty (30) days after the "TENANT" has vacated and left the premises in an acceptable condition (following a personal inspection by "OWNER") and surrendered all keys. If "OWNER" determines that any loss, damage or injuries chargeable to the "TENANT" hereunder exceeds the security deposit, the "OWNER", at his option, may retain the said sum as liquidated damages or may apply the same against any actual loss, damage or injury and the balance thereof will be the responsibility of "TENANT". "OWNER'S" determination of the amount, if any, to be returned to the "TENANT" shall be final. It is further understood by the "TENANT" and agreed that the Security Deposit/Holding Fee is not to be considered by them as any part of their payment of rent.

6.09. Move out time on the last day of this agreement shall be 12 o'clock noon. All cleaning is to be completed and all personal items including garbage, removed from the premises. Any part of a day of occupancy beyond this date and time will constitute additional rent and will be charged to "TENANT".

6.10. If a "TENANT" leaves the premises before the lease expires, the Security Deposit paid by "TENANT" will not be returned until the lease terminates or until a new "TENANT" replaces the one(s) leaving and pays their portion of the Security Deposit and any rent due, at which time, the leaving "TENANT'S" security deposit will be returned.

6.11. **ANY VIOLATION** of this Lease Agreement may result in forfeiture of all security deposits.

6.12. "OWNER" reserves the right to bring legal action for any damages to the property not covered by the deposit.

#### **MAINTENANCE OF DEPOSIT**

6.13. If "OWNER" must utilize any or all of the security deposit to correct issues during the term of the lease, except License Fees as listed above, "OWNER" will notify "TENANT" of the amount. "TENANT" agrees to replenish the deposited amount to always maintain the full amount of the security deposit as outlined in 6.02. If the "TENANTS" continue to reside in the apartment for more than one year, the "TENANTS" agree to replenish the security deposit for the new Lease in order that the security deposit will always retain a balance of the amount in section 6.02.

#### **ARTICLE VII - TENANT RESPONSIBILITIES**

7.01. "TENANT" agrees to notify "OWNER" immediately if the Leased Premises is damaged by fire, water or any other cause. "TENANT" agrees to notify "OWNER" if there is any condition in or on the Leased Premises that *could* damage the Leased Premises or harm "TENANT" or others. "TENANT" is responsible for damages caused by their failure to inform "OWNER" of problems.

7.02. IF a fire or other mishap damages the Leased Premises:

(a) "TENANT" may continue to occupy the livable part if local codes and laws grant permission. If "TENANT" decides to stay, "TENANT" will pay rent according to the percentage of the amount of area that is livable until "OWNER" repairs the damage.

(b) If "TENANT" decides not to stay or occupancy is not permitted, this Lease will end immediately. "OWNER" will collect money due by "TENANT", then return security deposit plus rent paid in advance for the period after the fire or mishap, except under condition (d) below. "OWNER" is not responsible for finding replacement housing for "TENANT" or for any increased cost of any housing for the "TENANT".

(c) "TENANT" agrees to allow "OWNER" or "OWNER'S" representative to enter the Leased Premises whenever necessary to repair damage caused by fire or other mishap.

(d) Any fire or mishap caused by the "TENANT" or "TENANT'S" guests is the "TENANTS'" full responsibility. This includes the payment of full rent, cost for repairs, and all other terms and conditions of this Lease.

7.03. "TENANT" relieves "OWNER" from any and all responsibility for loss, injury, or damage to "TENANTS" or any property of "TENANTS" caused by: water leakage, breaking pipes, theft, vandalism, or any other cause beyond the reasonable control of "OWNER".

7.04. "TENANT" will pay all claims, damages, or expenses for any death or injury occurring on the Leased Premises, if "TENANT" is at fault. "TENANT" also agrees to pay any related attorney's fees and costs.

7.05. Any and all repairs, including furnishings, due to the misuse or neglect by the "TENANT" or their guests, shall be the responsibility of the "TENANT" to correct and/or pay for all damages.

7.06. "TENANT" should take out and keep in force, at their own expense, all-risk casualty insurance covering all the "TENANT'S" personal property on the premises and any improvements to the premises by "TENANT". Policy should also cover any losses resulting from the negligence of "TENANT". "OWNER'S" insurance does not cover "TENANTS'" possessions or their negligence.

7.07. "TENANT" is responsible for maintaining heat at a minimum temperature of 50 degrees in the apartment at all times, including all breaks from school. Damages to the property caused by temperatures below 50 degrees will be the responsibility of "TENANT".

7.08. The "OWNER" provides fire extinguishers and if during the occupancy of said premises any of the fire extinguishers are discharged except for need or stolen and it becomes necessary for the "OWNER" to have the fire extinguishers refilled, recharged and/or replaced, the "TENANT" shall be charged with the cost of recharging/replacing the fire extinguishers. It shall be the responsibility of the "TENANT" to notify the "OWNER" of any fire extinguisher that needs refilling, recharged and/or replaced.

7.09. Any and all smoke detectors, provided by "OWNER", shall be tested by "TENANT" on a regular basis and, if it is necessary to have the batteries replaced and/or the smoke detectors replaced, the "TENANT" shall replace the same. Batteries must never be removed from smoke alarms for any reason, except replacement.

**SURRENDER OF PREMISES**  
**NOTICE**

7.10. "TENANT" shall, without demand therefore and at their own cost and expense prior to or on the date of expiration or sooner termination of the term hereof or any extended term hereof, remove all property belonging to them and repair all damage to the Leased Premises caused by such removal. Any property not so removed shall be deemed to have been abandoned by "TENANT" and may be retained or disposed of by "OWNER", at "OWNER'S" option. If the property abandoned is disposed of by the "OWNER", cost of said disposal shall be paid by "TENANT".

**SURRENDER**

7.11. "TENANT" agrees to and shall, on expiration or sooner termination of the terms above or any extended term hereof, promptly surrender and deliver the Leased Premises to "OWNER" without demand therefore in good condition, ordinary wear and tear excepted.

7.12. Upon the termination of said Lease or vacating said apartment the "TENANT" has the following responsibilities:

- (a) Moving all furniture to vacuum all carpeting, this means behind and under all furniture, if furnished apartment.
- (b) Dust all drawers and heaters and polish all furniture, if furnished apartment.
- (c) Clean all closets.
- (d) Remove all garbage and unwanted items.
- (e) Kitchen: Cupboards cleaned inside and out; refrigerator to be defrosted and cleaned throughout; stove cleaned thoroughly, including oven and burner pans.
- (f) Bathroom: Tub, Showers, shower doors, vanity, medicine cabinet, toilet bowl and tank, to be cleaned thoroughly.

- (g) Light bulbs: All burned out light bulbs must be replaced.
- (h) Charges for any item above not completed will be deducted from security deposits.

7.13. The total cost of returning the apartment to its original condition, including odors, shall be borne equally by all "TENANTS" of the apartment. The responsibility of cleaning the entire apartment to the standards of the "OWNER" includes but is not limited to appliances, walls, floors, cabinets, furnishings, windows, blinds, etc.

7.14. The "TENANT" will be responsible for Total Replacement Costs, regardless of age, for damages to the apartment, appliances, damaged or missing furnishings, and/or common areas by "TENANT" and/or "TENANT'S" guests beyond "OWNER'S" determination of "normal wear and tear", requiring replacement of equipment, repair of finishes, etc. NOTE: THIS LEASE DOES NOT RECOGNOZE FAIR WEAR AND TEAR OR DEPRECIATION WHEN CALCULATING REPLACEMENT COSTS OR DAMAGE CAUSED BY "TENANT". ACTUAL COST TO RETURN APARTMENT TO ORIGINAL CONDITION WILL BE CHARGED TO "TENANT".

#### OWNER RESPONSIBILITIES

7.15. "OWNER" agrees to keep in good repair and working order the electrical, plumbing, sanitary, heating, and all other services or systems as outlined in Article II above. "TENANT" will advise "OWNER", in writing, of any of these items not in good repair or working order.

#### ARTICLE VIII - RULES AND REGULATIONS

"TENANT" agrees to obey all rules and regulations for the Leased Premises. If "TENANT" breaks any rules or regulations for the Leased Premises, "TENANT" shall be in default of this lease agreement.

8.01. No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in or on the premises. If "TENANT" or any "TENANT'S" guest violates animal restrictions (with or without "TENANTS'" knowledge), "TENANT" will be subject to charges, damages, eviction, and other remedies provided in this Lease Agreement. If an animal has been in the apartment at any time during the term of this lease (with or without "OWNER" consent), "OWNER" will charge "TENANT" for de-fleaing, deodorizing, and shampooing. Initial (\$250) and daily (\$25) animal-violation charges and animal-removal charges will be charged for "OWNER'S" time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. "OWNER" may remove an unauthorized animal by posting a 24 hour written notice on the door of the apartment of the intent to remove the animal. "OWNER" may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, "OWNER" won't be liable for loss, harm, sickness, or death of the animal unless due to "OWNER" negligence. "OWNER" will return the animal to "TENANT" upon request if it has not already been turned over to a humane society or local authority. "TENANT" must pay for the animal's care and kenneling charges. "OWNER" has no lien on the animal for any purpose.

8.02. There shall be **no smoking of any type** in the building.

8.03. All yard and common areas are to be kept clean and free of debris, including cigarette butts.

8.04. No parties may be held in or on said premises without the written permission of "OWNER". No kegs of beer, or bars constructed for the purpose of drinking at, are permitted in or on the premises. Any activity of this kind could be reason for immediate termination of this lease.

8.05. No nails, tacks, tape, etc. are permitted on any walls, doors, and/or ceilings without the express written consent of "OWNER". Pushpins are permissible.

8.06. All drains are in working order at the beginning of this lease. If "OWNER" or "OWNER'S" agent needs to clear/clean any drain in the apartment, "OWNER" may charge "TENANT" at a rate of \$30 per hour for the repair. Sanitary products of any brand are not to be flushed down toilet receptacles. If it is necessary to obtain the services of a professional plumber or other mechanic because of "TENANT" caused blockages, the cost will be the responsibility of the "TENANT".

8.07. No bicycles of any type are allowed inside the house or any hallway.

8.08. No waterbeds are permitted in the apartment.

8.09. No hasps or padlocks may be placed on any door by the "TENANT". No changing existing door locks on the apartment.

8.10. "TENANT" may not make changes or improvements to the apartment without written permission from "OWNER". If "TENANT" does so without permission, "TENANT" must pay to "OWNER" the full cost of restoring the apartment to its prior condition.

8.11. No open flame heaters (kerosene etc.) or candles are allowed to be burned within the house or apartment. The use of candles or other open flames will cancel the return of all security deposits. This includes but is not limited to the use of grills (charcoal, gas or other). Grills may not be on porches or near the building.

**ARTICLE IX - DEFAULTS AND REMEDIES**  
**DEFAULT BY TENANT**

- 9.01. "TENANT" will be in default of this Lease if "TENANT":
- (a) Does not pay rent or other charges to "OWNER" on time.
  - (b) Vacates the Leased Premises without the "OWNER'S" permission before the end of the Lease.
  - (c) Does not leave the Leased Premises at the end of the Lease.
  - (d) Fails to perform any item(s) agreed to in this Lease.
  - (e) Does not obey "OWNER'S" rules and regulations.
  - (f) Harbors an animal.
  - (g) Illegal use of drug and/or alcohol or other illegal activity.
  - (h) Does not provide parent signatures within two weeks of signing.

9.02. If "TENANT" is in default, each "TENANT" agrees to give up the right to have Notice to Leave, also known as Notice to Quit. This means that the "OWNER" may file a lawsuit in court, asking for a court order evicting each "TENANT" from the Leased Premises without giving each "TENANT" Notice to Quit first. "OWNER" does not have the right to throw "TENANT" out of the Leased Premises. The "OWNER" can only evict "TENANT" by court action. The "OWNER" does not have the right to sue in court for eviction unless "TENANT" has broken the agreements in this Lease. Even though each "TENANT" is giving up Notice to

Quit, each "TENANT" will have a chance in court to have a judge decide on "OWNER'S" claim for eviction.

9.03. If "TENANT" is in default, the "OWNER" may sue each "TENANT" in court to:

(a) Collect overdue rent, late charges, interest, and money damages caused by "TENANT" breaking the Lease, including associated expenses.

(b) Regain the Leased Premises back (eviction) and associated expenses.

(c) Collect for unpaid rent until the end of the Lease or until another person (approved by "OWNER") moves into the Leased Premises as a new "TENANT", including expenses and court costs.

(d) Recover damage to apartment or common area property.

9.04. If "TENANT" shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other conditions of this Lease for a period of ten (10) days after written notice of such delinquency from "OWNER", or should any other person than "TENANT" secure possession of the premises or any part thereof, by operation of law in any manner whatsoever, "OWNER" may at its option, without notice to "TENANT", terminate this Lease, charge for additional person (as per section 1.02) or in the alternative, "OWNER" may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass and re-let the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to "OWNER" and at such monthly rental as "OWNER" may with reasonable diligence be able to secure. Should "OWNER" be unable to re-let after reasonable efforts to do so, or should such monthly rental be less than the rental "TENANT" was obligated to pay under this Lease, or any renewal thereof, plus the expense of re-letting, then "TENANT" shall pay the amount of such deficiency to "OWNER".

It is expressly agreed then in the event of default by "TENANT" hereunder, "OWNER" shall have a lien on all personal property of any description belonging to "TENANT" which are placed in, or become a part of, the Leased Premises, as security for rent due and to become due for the remainder of the current Lease term, which lien shall not be in lieu of or in any way affect the statutory "OWNER'S" lien given by law, but shall be cumulative thereto; and "TENANT" hereby grants to "OWNER" a security interest in all such personal property placed in said Leased Premises for such purposes. In the event "OWNER" exercises the option to terminate the Lease, hold, reenter and re-let the premises as provided in the preceding paragraph, then "OWNER" may take possession of all of "TENANT'S" property on the premises and sell same at public or private sale after giving "TENANT" reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, for such prices and terms as "OWNER" deems best, with or without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing, selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to "TENANT".

All rights and remedies of "OWNER" under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

**DEFAULT BY LESSOR**

9.05. If "OWNER" defaults in the performance of any term, covenant or condition required to be performed by him under this Lease, "TENANT" shall elect either one of the following:

(a). After not less than twenty (20) days written notice to "OWNER", "TENANT" may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel; all reasonable sums expended or obligations incurred by "TENANT" in connection therewith shall be paid by "OWNER" to "TENANT" on demand, and on failure of such reimbursement, "TENANT" may, in addition to any other right or remedy that "TENANT" may have, deduct the cost and expenses thereof from rent subsequently becoming due hereunder: OR

(b). Elect to terminate this Lease on giving at least twenty (20) days written notice to "OWNER" of such intention, thereby terminating this Lease on the date designated in such notice, unless "OWNER" shall have cured such defect prior to expiration of the twenty (20) day period.

**ARTICLE X - PARENTS/GUARDIANS**

10.01. It is agreed between "OWNER" and "TENANT" that the parents/guardians of all "TENANTS" set forth below in this Lease Agreement, or to be added subsequently by the permission of this "OWNER", shall also sign the Lease Agreement and guarantee the terms and conditions of this Lease Agreement as it pertains to their son or daughter.

It is further agreed between the parties hereto that the parents, by signing this Lease Agreement, guarantee to said "OWNER" the faithful compliance of the terms of this Lease Agreement and that any and all actions which could be instituted against the "TENANTS" could also be instituted against the parents, individually, jointly and severally to enforce the terms of the Lease Agreement.

10.02. TENANT agrees to provide parent signatures within two weeks of signing this agreement or forfeit holding fee and default on this agreement.

**ARTICLE XI - NOTICES**

11.01. All notices provided to be given under this Lease shall be given by certified mail or registered mail and addressed to the proper party.

**PARTIES BOUND**

11.02. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease.

**PENNSYLVANIA LAW TO APPLY**

11.03. This Lease shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Columbia County, Pennsylvania.

**LEGAL CONSTRUCTION**

11.04. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

**SOLE AGREEMENT OF THE PARTIES**

11.05. This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respective of the within subject matter.

**AMENDMENT**

11.06. No amendment, modification, or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**RIGHTS AND REMEDIES CUMULATIVE**

11.07. The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**WAIVER OF DEFAULT**

11.08. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

**ATTORNEYS' FEES/COLLECTION FEES**

11.09. In the event that "OWNER" shall consult with or secure the services of an attorney to protect the rights of the "OWNER" hereunder or to enforce any portion of this lease against the "TENANT", "TENANT" shall be responsible for "OWNER'S" attorney's fees, costs of litigation, court costs, and collection costs, if any. These may be deducted from security deposits, or added as additional rent owed.

**ARTICLE XII - Mold**

12.01. The "OWNER" has no knowledge of sources of mold, mold spores or fungus in the leased property. If "TENANT" believes they are allergic or having health issues with the leased property, "TENANT" may, at "TENANT'S" expense, have property inspected by a professional mold/fungus inspection company. "TENANT" agrees to notify "OWNER" that such test is being done and by whom. The results of such test will be forwarded to "OWNER", in writing, within two (2) days of receipt by "TENANT".

"TENANT" has two (2) choices if test results determine that the mold levels in the leased property are unhealthy:

- (1) "TENANT" may terminate the Lease without penalty for early termination by providing "OWNER" written notice of intent to vacate within five (5) days of receipt of the inspection results.
- (2) "TENANT" may continue to reside in the premises under the terms of the Lease in which case the "OWNER" will undertake repairs to remedy the condition in a timely manner and shall have the property retested at "OWNER'S" expense. "TENANT" acknowledges that the repair and remediation process may be time consuming.

12.02. Under any circumstance set forth in paragraph 12.01, "TENANT" holds "OWNER" harmless for any and all injuries, losses, or damages sustained

by "TENANT" and authorized occupants of the premises and agrees to indemnify and hold "OWNER" harmless for any and all claims by "TENANT'S" guests, invitees and/or employees for any losses, injuries or damages sustained due to exposure to mold, mold spores and/or fungus in the Leased Property.

### **ARTICLE XIII - SUBORDINATION AND NON-DISTURBANCE**

13.01. This Lease is and shall be subject and subordinate to any and all permanent or building loan mortgages covering the fee of the Leased Premises now existing or hereafter made by "OWNER" and to all advances made or to be made thereon and to all renewals, modifications, consolations, replacements or extensions thereof, and the lien of any such mortgage or mortgages shall be superior to all rights hereby or hereunder vested in "TENANT", to the full extent of the principle sums secured thereby and interest thereon.

Notwithstanding the aforesaid subordination, in the event of the foreclosure of any such mortgage, (a) this Lease shall not terminate and (b) the peaceful possession of "TENANT" shall not be disturbed, provided that "TENANT" is not in default under any of the terms and conditions of this Lease. "TENANT" agrees to attorn to and to recognize the mortgagee or the purchaser at foreclosure sale as "TENANT'S" "OWNER" for the balance of the term of this Lease. "TENANT" hereby agrees, however, that such mortgagee or the purchaser at foreclosure sale shall not be (i) liable for any act or omission of "OWNER", (ii) subject to any offsets or defenses which "TENANT" may have against "OWNER", (iii) bound by any rent or additional rent which "TENANT" may have paid to "OWNER" for more than the current month/semester or (iv) bound by any amendment or modification of the Lease made without its' consent. The aforesaid subordination, non-disturbance and attornment provisions shall be self-operative; however, "TENANT" agrees to promptly execute any other agreements submitted by "OWNER" in confirmation or acknowledgment of same.

### **ARTICLE XIV - JOINT AND SEVERAL LIABILITY**

14.01. The term "TENANT" used herein shall refer collectively to all persons named above in signing this Lease as "TENANT", and the liability of each such person shall be **joint and several**. This means that each individual is responsible for the entire amount of the rental payment due and owing and the entire cost of any damage to the Leased Premises. Even if an individual pays his/her proportionate share of the rent or has no part in causing any damage to the Leased Premises, that individual is and still can be held responsible for the full amount of any rent due and owing and the full amount of the cost of any damage to the Leased Premises. This means that if one (1) individual moves out, "OWNER" can make all of the "TENANTS" or just one (1) "TENANT" responsible for the full rent. This means that the "OWNER" can sue any one (1) "TENANT" or all "TENANTS" for breaking the Lease.

14.02. Notice given by "OWNER" to any individual person named as "TENANT", or by any such person to "OWNER", shall bind all persons signing this Lease as "TENANT".

14.03. By signing this Lease Agreement, each "TENANT" agrees that "OWNER" has provided "TENANT" opportunity to read and understand the terms in this Lease, and to consult an attorney, if desired before signing. "TENANTS'" signature constitutes affirmation that "TENANT" has read this Lease before signing.

14.04 Electronically transmitted copies of this lease with signatures via email and/or facsimile shall constitute delivery of a signed counterpart of this lease and shall be enforceable as an original executed counterpart.

**IN WITNESS WHEREOF**, the undersigned "OWNER" and "TENANT" hereto execute this Lease as of the day and year first above written.

"OWNER"

\_\_\_\_\_  
Jack M. Deal

\_\_\_\_\_  
Betsy L. Deal

"TENANT"

\_\_\_\_\_  
Print

\_\_\_\_\_  
Driver's License #

\_\_\_\_\_  
Signature

"TENANTS" will provide photocopy of driver's license at signing of Lease.

-----  
\_\_\_\_\_  
Print

\_\_\_\_\_  
Parent of

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Tenant's Initials

**ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT**

The Addendum to Residential Rental Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement made by the undersigned Tenant and Landlord, their heirs, and successors and assigns, dated \_\_\_\_\_, \_\_\_\_\_. The Residential Rental Agreement and this Addendum pertain to the premises described in said Agreement and located at \_\_\_\_\_ Street, Bloomsburg, Pa. This Addendum is required by Article II, Section E of the Regulated Rental Unit Occupancy Ordinance of the Town of Bloomsburg.

**ADDITIONAL COVENANTS AND OBLIGATIONS**

In addition to the covenants and obligations set forth in the aforementioned Residential Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

A. Landlord's Covenants and Obligations:

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the Town of Bloomsburg and shall keep the leased premises in good and safe condition.

2. The manager for the leased premises shall be as follows:

Name: Jack M. & Betsy L. Deal  
Address: 225 McCracken Rd., Danville, PA 17821  
Telephone: (570) 275-6334  
Emergency: (570) 764-3903

3. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal\*, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows: \*Snow and Ice Removal from apartment steps and any parking areas.

4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.

5. The Landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

B. Tenant's Covenants and Obligations

1. Tenant shall comply with all applicable Codes and Ordinances of the Town of Bloomsburg and all applicable state laws.

2. Tenant agrees that the maximum number of persons permitted within the regulated unit at any time shall be \_\_\_\_ and the maximum number of persons permitted within the common areas of the leased premises at any time shall be \_\_\_\_.

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner and shall separate and place

for collection all recyclable materials in compliance with Bloomsburg's Solid Waste and Recycling Ordinance.

4. Tenant shall not engage in any conduct on the Leased Premises that is declared illegal under the Pennsylvania Crime Code of Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.

5. Tenant shall use and occupy the leased premise so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.

6. Tenant shall not cause, nor permit, nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.

7. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in, "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely, offensive, riotous or that otherwise unreasonably disturbs other persons in their peaceful environment of their premises such that a report is made to the police and/or to the Code Enforcement Officer. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the Code Enforcement Officer or police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence."

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Regulated Rental Unit Occupancy Ordinance of the Town of Bloomsburg and that the issuance by any municipal officer of the Town of Bloomsburg of a Certificate of Noncompliance with said Ordinance relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:

- a. Termination of the rental agreement without prior notice;
- b. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney fees and costs;
- c. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney fees and costs;
- d. Bring an action for damages caused by Tenant's breach, including reasonable attorney fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

\_\_\_\_\_  
(Print Name of Tenant)

\_\_\_\_\_  
(Signature of Tenant)

\_\_\_\_\_  
(Print Name of Tenant)

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\_\_\_\_\_  
(Print Name of Tenant)

\_\_\_\_\_  
(Signature of Tenant)

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
Date

TENANT INFORMATION SHEET

1. \_\_\_\_\_  
Name (Print) E-Mail Address

\_\_\_\_\_

Permanent Address Permanent Phone Cell phone

2. \_\_\_\_\_  
Name (Print) E-Mail Address

\_\_\_\_\_

Permanent Address Permanent Phone Cell phone

3. \_\_\_\_\_  
Name (Print) E-Mail Address

\_\_\_\_\_

Permanent Address Permanent Phone Cell phone

4. \_\_\_\_\_  
Name (Print) E-Mail Address

\_\_\_\_\_

Permanent Address Permanent Phone Cell phone

5. \_\_\_\_\_  
Name (Print) E-Mail Address

\_\_\_\_\_

Permanent Address Permanent Phone Cell phone

6. \_\_\_\_\_  
Name (Print) E-Mail Address

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Permanent Address Permanent Phone Cell phone

7. \_\_\_\_\_  
Name (Print) E-Mail Address

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Permanent Address Permanent Phone Cell phone

8. \_\_\_\_\_  
Name (Print) E-Mail Address

\_\_\_\_\_

Permanent Address Permanent Phone Cell phone