

LEASE

DATE: _____, 20__

PROPERTY LOCATION: _____

LESSOR (referred to in this lease as “we”): HEATH HOUSING, of 886 Wayne Avenue, Indiana, PA 15701.

TENANT(S) (referred to in this lease as “you”):

The term of this lease is for 2 semesters, beginning two (2) days before the beginning of the Fall, 20__ semester of Indiana University of Pennsylvania, and ending two (2) days after the last day of the Spring, 20__ semester of Indiana University of Pennsylvania. Tenants may not move in early unless they have made arrangements with us and agree to pay additional rent. However, you will not be able to live on the property during the recess between semesters unless you make special arrangements with us. If we permit you to live on the property during that recess, we may charge additional rent.

You agree to pay a total rent of \$_____, payable by check, cash or money order in installments as follows:

Amount of 1 st payment \$_____	Due by <u>April 1</u> , 20__
Amount of 2 nd payment \$_____	Due by <u>June 15</u> , 20__
Amount of 3 rd payment \$_____	Due by <u>September 15</u> , 20__

You will mail the rent to our address, as printed above, unless we tell you in writing to use a different address. The date your payment is postmarked is the date it is paid.

(A) **SECURITY DEPOSIT:** You agree to pay a security deposit of \$_____. This security deposit will be used to pay any rent you do not pay, repair any damage you may do to the property during the term of this lease and to pay for cleaning of the property if necessary

after you leave. We agree to give you a refund of any part of the security deposit not spent for rent, repair or cleaning and a written statement telling you how we spent the security deposit, within thirty (30) days after either the end of the term of this lease, or the day the last of you leaves the property, whichever is later.

However, if you do not give us a written forwarding address before the last of you leaves the property, we will not have to refund any of the security deposit or tell you what we do with it.

(B) **WHAT YOU CAN USE THE PROPERTY FOR:** Unless both you and us agree otherwise in writing, you can only use the property as a home for those persons listed above as tenants. You must leave the property in a good and clean condition when you move out.

(C) **WHAT WE AGREE TO PAY FOR AND WHAT YOU AGREE TO PAY FOR:**

We Agree to Pay For:

1. Any repairs for which you are not responsible.
2. Electricity, gas if applicable, water, sewage, trash removal, cable television and internet service, and recycling service.
3. Any other expense for which you are not responsible by law or this lease.

You Agree to Pay For:

1. Any repairs to the property which must be made because you, your family members, or your guests damage the property in any way.
2. Any damage to your own property from any cause so long as you live on the property.
3. A reasonable lawyer's fee if we hire one to sue you or to evict you.
4. Paper products and cleaning supplies.
5. Damages for personal injuries or property damage occurring on the property you rent or the sidewalks along that property, unless caused only by our carelessness.

(D) **WHAT YOU AGREE NOT TO DO WHILE YOU LIVE HERE:**

You Agree Not TO:

1. Make any noise that disturbs your neighbors.

2. Change or redecorate the property in any way without our written permission.
3. Put nails or screws in the walls, ceilings or floors.
4. Litter or leave your personal belongings on the lawn, driveways, parking lots, grounds or public halls of the property.
5. Change the locks.
6. Do anything against the law.
7. Keep anything that can catch fire easily on the property.
8. Do anything that will damage the property in any way.

(E) **WHAT YOU AGREE TO DO WHILE YOU LIVE HERE:**

You Agree To:

1. Obey all rules and regulations for the property. A copy of the rules and regulations is attached to this lease. We reserve the right to impose additional or different reasonable rules and regulations during the term of this lease.
2. Pay the rent by mail not later five (5) days after it is due.
3. Live on the property for the full term of the lease.
4. Keep the property clean and safe: free from accumulation of debris, filth, rubbish, and garbage, and free of rodents and other vermin.
5. Use all the appliances on the property in a normal manner and keep them clean.
6. Comply with all health, safety and fire codes.
7. Allow us to inspect the property, to make repairs; or to show it to future tenants, if we give you reasonable notice.

8. Take good care of the property.

(F) **THE PROPERTY YOU ARE LEASING:**

1. Condition of the Property – You agree to notify us in writing of any existing damage to the property which you may find at the beginning of the term of this lease. If you do not give us notice within ten (10) days of the beginning of the lease term, you agree that the property was undamaged when you moved in. Shortly after the beginning of the term of the lease, we may give you a checklist by which you may report any damage or other problems with the property. If you complete and return such a checklist, you agree that it is accurate and complete.

2. Changes to the Property – The only things you can take with you when you move out are your furniture and anything you installed which can be removed without damaging the property.

3. Damage to the Property by Fire or other Causes – If, without your fault or your guest's fault, the property is damaged by fire or other cause so badly you cannot live there then this lease shall end. If you can live there, then we will repair the property as quickly as possible. As long as you can live there, you must pay the full rent. It is up to the local fire authorities to decide if you can live there.

(G) **MOVING OUT BEFORE, OR STAYING AFTER, THE END OF THE LEASE:**

1. Before - If you move out before the end of the lease without our written permission, then you will owe us the rest of the rent until the end of the lease. However, if we rent the property to someone else you will only owe us the rent we actually lost and any expenses we had in renting the property.

2. After – If you stay after the lease ends without our permission, we can go to court to evict you. During that time, you agree to live up to your agreements in this lease and to pay the regular rent, calculated on a per-day basis, plus 25% more as additional rent.

3. Subleasing and Assignment – If you decide to move out before the end of the lease and want to get someone else to take over your lease, you must get our written permission. If we give you that permission, you may arrange for the sublease or assignment. We may insist on additional rent, security deposit, or both being paid before approving a sublease or assignment.

(H) THIS LEASE:

We both agree that any mortgage which is on the property or which we may put on the property shall have priority over this lease. You agree not to put this lease or a notice of this lease on the public land records. If you do so, we both agree that the recording is of no effect for any purpose.

(I) WHAT WE CAN DO IF YOU DO NOT LIVE UP TO YOUR AGREEMENTS:

1. If you do not pay the rent within five (5) days after it is due, we may end the lease and evict you, without first giving you any notice or a chance to pay the rent. If we do so, you will still owe us any unpaid rent and all the rest of the rent for the full term of the lease. We may sue you to recover the rent due to us and also all the costs of suing you, including reasonable attorney's fees.

2. If you fail to live up to any other agreement you made, or any of your responsibilities under law, other than the payment of rent, we may end the lease and evict you. If we do so, you will still owe us any unpaid rent and all the rest of the rent for the full term of the lease. We may sue you for that rent, and any other damages you owe us. But before we do these things, we will send you a letter telling you two (2) things: (I) which of your agreements you did not live up to, and (ii) that we will end the lease thirty (30) days after we send the letter, or at such later date as we may choose.

HOWEVER, if what you did can be fixed within twenty-one (21) days either by repair or paying us money, then the lease will not end if you fix it within twenty-one (21) days. If you do the same thing again, we can evict you without sending you any letter or giving you any other notice.

3. By signing this lease you agree that we do not have to give you any notice before evicting you, except the notice described in this lease. You agree that you are not entitled to receive notices that otherwise would be required under Pennsylvania's Landlord and Tenant Act, or under any other law or custom.

(J) ADDITIONAL RENT WE CAN CHARGE YOU:

1. If we receive and accept your rent payment more than five (5) days after it is due, you agree to send us an additional \$25.00 for being late. You also agree that an additional \$25.00 will be added for every 30 days the rent payment is past due.

2. If someone puts a mechanic's lien on the property because of what you did or had done to the property, you agree to pay the lien immediately. If you do not, we can either pay it and then charge it to you as additional rent or take any other action we can under this lease.

3. If we have to pay more for insurance because of you, you agree to pay us the insurance increase as additional rent.

(K) **LEAD BASED PAINT DISCLOSURES:**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, such as the property you are renting, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

1. We (lessor) have no knowledge of lead-based paint and/or lead-based paint hazards in the property you are renting. We have had no reports or records pertaining to lead-based paint or lead-based paint hazards in the property you are renting.

2. A copy of the pamphlet *Protect Your Family From Lead in Your Home* will be available upon request.

3. By signing this lease, you and we certify that we each have reviewed the above information and that, to the best of your knowledge and our knowledge, the information provided is accurate.

(L) **NOTICES:**

Any written notice we give you can be mailed, emailed or personally delivered to the property. Any notice you give to us must be mailed to the address to which you mail the rent.

(M) **CONDEMNATION:**

If a public authority condemns the property, this lease will terminate as of the date on which title to the property vests in the public authority, and rent paid in advance shall be refunded to you proportionally. You waive all right to participate in any condemnation award, and all claims against us arising from the condemnation.

(N) **EFFECT OF LEASE:**

The promises made in this lease bind your executors, administrators, and heirs. If there are more than one of you, each one of you is responsible for all promises you make in this lease, and all money you may owe us. This lease replaces any earlier understandings or agreements between you and us, and contains all of the terms of our agreements. This lease may be amended only by a further writing signed both by you and by us. No provision of this lease will be considered to have been waived unless by a writing signed by the party making such waiver.

(O) **MULTIPLE COPIES:**

At least two (2) copies of this lease are to be signed, and each fully signed copy is an original for all purposes.

BY SIGNING BELOW, EACH TENANT AGREES THAT HE OR SHE HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

LESSOR:

HEATH HOUSING

By: _____

TENANT(S):

Print: _____

Print: _____

Print: _____

Print: _____

Print: _____

Print: _____

Tenant Name_____ Email_____

Cell Phone_____ Home Phone_____

Home Address_____

Tenant Name_____ Email_____

Cell Phone_____ Home Phone_____

Home Address_____

Tenant Name_____ Email_____

Cell Phone_____ Home Phone_____

Home Address_____

Tenant Name_____ Email_____

Cell Phone_____ Home Phone_____

Home Address_____

Tenant Name_____ Email_____

Cell Phone_____ Home Phone_____

Home Address_____

Tenant Name_____ Email_____

Cell Phone_____ Home Phone_____

Home Address_____

HEATH HOUSING SCHEDULE "A"

1. NO OPEN HOUSE PARTIES will be held. NO KEGS OF BEER permitted on the premises. Gatherings held at apartments that create a noise problem so that the police and or property manager must be called to quiet them will be considered a violation of the lease agreement and cause for eviction. Kegs of beer have been found to cause damage to apartment sinks, bathtubs and kitchen floors. We do not permit them on Heath Housing property inside or out and they may be confiscated if we find them.
2. Landlord and or property manager will exercise his right to inspect premises if an open house party or gathering has been held. It will be the responsibility of the tenant of that apartment to police the grounds around the building and to collect all debris resulting from that function.
3. Tenant agrees to use only the interior of apartment, and walks or roadways giving access to the leased area. The yards, walkways and parking lots surrounding Heath Housing apartments are not play areas for baseball, Frisbee, football, etc.
4. Tenant agrees to practice recycling in accordance with state law. Each apartment has been supplied with a green plastic recycling bin and a blue plastic recycling bin which are encoded with a number and must be left in the apartment at the end of the year. All bottles and cans for recycling should be washed and labels removed if possible. The bins are to be placed on the Wayne Avenue curb on Thursday mornings no earlier than 8A.M. and replaced in apartment as soon as pick-up has been made. Tenant agrees that the bins are the responsibility of the tenant and if either bin is lost or stolen tenant will pay a charge of \$5.00 for each new bin.
5. Tenant agrees that fire extinguishers, smoke detectors, and fire escape ladders have been placed in the apartment for the safety of those living in the apartment. Any discharged extinguishers should be reported immediately and will be recharged at the tenant's expense. Smoke detectors should be left in place at all times; Landlord will replace batteries when needed. Tenant will be charged for any of the above items if they are missing at the end of the year.
6. Tenant agrees not to permit any animals on the premises. (If animals are found on the premises, the lease will be terminated immediately and the rent for the entire term of this lease and the security deposit shall be forfeited).
7. Tenant hereby authorizes Landlord to have premises cleaned, carpet shampooed, refrigerator defrosted and stove cleaned at Tenant's expense at any time Tenant neglects to do so.
8. Tenant will mop up any spillage promptly and shall be responsible for any damage resulting there from to the floor, the ceiling below, and all other property below.
9. Tenant will not use the roof for any purpose whatsoever.

10. Tenants will be jointly responsible for all public areas of the building.
11. Tenant agrees to pay rent in full on or before due date and without notice. If rent is not paid in full by the due date, Lease may be terminated immediately and deposit forfeited, in TOTAL. This paragraph does not preclude Landlord from exercising any and all remedies available to Landlord.
12. Tenant shall vacate the premises by the expiration date of this lease unless renewed or extended in writing.
13. No bicycles will be parked in the entranceway or hallways. Also, no bicycles shall be kept in the apartment, except they may be stored in the closet areas.
14. Telephones can be installed in previously established locations. No additional wiring shall be permitted.
15. Tenant agrees not to do any painting; tamper with any wiring, water or heating service; not to in any way, deface walls, doors, etc. with nails, tacks, tape, etc. Any property damaged or altered shall be completely restored to original or better condition.
16. Waterbeds shall not be brought into the property.
17. Christmas decorations must be removed from the residence PRIOR to leaving for Christmas vacation.
18. Landlord is not responsible for loss of personal property by fire or theft.
19. No furniture or equipment shall be removed from the premises or left outdoors overnight.
20. Tenants shall keep noise to a minimum so as not to disturb other building tenants, or those of surrounding buildings.
21. Tenant shall keep apartment in a clean and neat fashion at all times, and shall furnish a good vacuum cleaner as well as proper cleaning supplies.
22. Tenant shall not bring grills onto the property.
23. Window and shower curtains are to be provided by Tenants.
24. All windows and doors must be closed during the heating season. Or risk additional assessment.
25. No excessive refuse is to be stored in closets.
26. Air-conditioners are allowed only if the tenant has signed a damage waiver in advance.
27. No Candles or incense burning is allowed.
28. All parking spaces are to be paid for and will be assigned with a parking permit.

We hereby acknowledge receipt of a copy of this lease and Schedule “A” list of rules.

HEATH HOUSING DOES NOT HONOR STUDENT LOANS AS A REASON FOR LATE RENTAL PAYMENTS. TENANTS ARE EXPECTED TO MAKE PAYMENTS ON DUE DATES. ALL PAYMENTS MADE PAST DUE DATE ARE SUBJECT TO THE \$25.00 LATE CHARGE AS STATED IN SECTION J OF LEASE AGREEMENT AND ARE CONSIDERED TO BE A VIOLATION OF THE LEASE AGREEMENT.