

LEASE AGREEMENT

THIS LEASE, made this _____ day of _____, _____

BETWEEN _____ HMB RENTAL COMPANY _____ the "Landlord,"

AND

_____ hereinafter, collectively, "Tenant."

WITNESSETH:

1. That Landlord rents to the Tenant, the townhouse, apartment, or house designated as _____ Indiana, Pennsylvania hereinafter called the "House" and assigned bedroom # _____ for the term of **2 semesters** beginning on the _____ and ending on _____ for the first semester, and beginning on the _____ and ending on the _____ for the second semester at the rent of \$ _____ Dollars per semester (two semesters), payable in advance on or before **July 1, _____** at the rate of \$ _____ for the first semester and on **November 1, _____** at the rate of \$ _____ for the second semester. It has been agreed between the Landlord and Tenant that if the rent is received by **June 15, _____** for the first semester and by **October 15, _____** for the second semester, the Tenant shall be entitled to a discount of **\$ 100.00** from the total rent due. However, if the rent is received after **August 15, _____** for the first semester or after **December 15, _____** for the second semester, a late penalty of **\$ 100.00** will be added to the total rent due. If the payment is mailed, the postmark date will determine the date of payment. If the payment is received in any other manner, the date shall be when it is actually received by the landlord. For every additional thirty (30) day period that the payment is late, there shall be another late payment penalty in the amount of 1 ½% of the unpaid balance. Tenant is to occupy the House only during the time periods specified in the lease. This does not include semester break. If Tenant desires to occupy the House during break, the Landlord shall be notified at least thirty days in advance and the Tenant shall be charged at a rate of **\$ 40.00** per day or **\$ 250.00** per week per Tenant payable in advance.

This lease is made upon the following conditions, covenants and agreements.

2. The Tenant shall pay **\$ 500.00** as a security deposit prior to moving into the House. The security deposit shall be utilized by the Landlord to secure payment of rent, secure Tenant's performance of Tenant's obligations under this Lease, and to provide a fund for any damages caused to the House or any other portion of the Landlord's property by the Tenant, the Tenant's family, or Tenant's guests. The security deposit may not be applied against the rent or any other amount due from the Tenant to the Landlord without the Landlord's written consent. Landlord or Agent shall return the security deposit after deducting any amounts due and owing to the Landlord within 30 days of termination of the lease. The check shall be made payable to

all persons who sign this lease, mailed to a forwarding address furnished in writing by the Tenant.

3. Tenant agrees to use the House only as the personal residence and agrees that Tenant has no right to allow any unauthorized person to live in the House or to transfer or assign any of its obligations under the lease to any other party without prior written consent of the Landlord.

Tenant agrees not to damage the House in which Tenant resides, unreasonably disturb other Tenants, or do anything that would increase the insurance on the building which is in violation of any law or governmental regulation. The Rules and Regulations on the attached Schedule A, provisions of local ordinance contained in Schedule B and Security Deposit information in Schedule C, are incorporated herein.

4. Tenant agrees to pay utilities in accordance with the following:

Heating for premises to be paid by	<u>OWNER</u>
Heating of water for premises to be paid by	<u>OWNER</u>
Electricity for premises to be paid by	<u>OWNER</u>
Gas for premises to be paid by	<u>OWNER</u>
Sewer charge to be paid by	<u>OWNER</u>
Water consumption to be paid by	<u>OWNER</u>
Garbage to be paid by	<u>OWNER</u>
Basic Cable Television service to be paid by	<u>OWNER</u>
Cable Internet Service to be paid by	<u>OWNER</u>

Tenant agrees that Landlord or Agent shall have the right temporarily to stop the service of electricity or water in the event of accident affecting the premises or to facilitate repairs or alterations made in the premises or elsewhere in Landlord's or Agent's property. Landlord or Agent shall have no liability for failure to supply heat, air conditioning, hot water or other services or utilities when such failure shall be beyond Landlord's or Agent's control or is necessary for the Landlord or Agent to service or repair the House. Landlord shall not be responsible for any related damages to Tenant's personal property.

5. Tenant agrees to use due care in the use of the House, the appliances therein, and all other parts of Landlord's property, to give notice to Landlord or Agent of the need for repair and to pay for all repairs to the House, its contents, and to all other parts of Landlord's property which are caused by any act or lack of care on the part of Tenant, members of Tenant's family, or his visitors. Landlord or Agent will make necessary repairs to the House and the appliances therein within a reasonable time after Tenant notifies Landlord or Agent of the need for repairs. The cost of repairs shall mean the cost of materials plus installation. Tenant shall pay to the Landlord or Agent any repair bill presented to the Tenant within five (5) days after Landlord presents bill to Tenant. In the event that the Tenant does not make payment within the five (5) day period, a late charge in the amount of 1½% per month shall be added until paid in full.

6. Tenant agrees that Landlord or Agent shall not be liable for property damage or personal injury occurring in the House or elsewhere on Landlord's or Agent's property unless the damage or injury results directly from Landlord's or Agent's gross negligence or willful misconduct.

7. If due to circumstances beyond the Landlord's control, the House cannot be occupied at the beginning of the term, the lease term shall begin when it is ready. In the event the House is not ready within sixty (60) days after the initial term of the lease was to begin, then the lease shall terminate if the Tenant so desires. The Tenant shall have no other claim against the Landlord as a result of the termination or the failure of the Landlord to make the House available. The Landlord shall be responsible for returning any deposits made by the Tenant. The rent shall be based on that portion of the term that the Tenant is able to live in the House.

If the Tenant occupies the House prior to the beginning of the term, the terms of this Lease shall apply to that occupancy. The Tenant shall be responsible for paying rent in advance before living in the House.

8. If the House is damaged by fire or other casualty, Landlord or Agent shall repair it within a reasonable time and rent shall continue unless the casualty renders the House unlivable, in which case this lease shall terminate and Tenant, upon payment of all rent to the date the House is surrendered, shall not be liable for any further rent.

If only a portion of the House is rendered unlivable, the Tenant may, with mutual agreement of Landlord or Agent, choose to continue in possession and shall be entitled to a pro rata reduction in the amount of rent, provided that election to proceed under this alternative shall not deprive the Tenant of the Tenant's right to terminate the lease if the repairs are not made within a reasonable time.

9. Landlord or Agent, or any person authorized by either of them, shall have the right to enter the House at reasonable times to inspect, make repairs or alterations, to enforce this lease, and to show the House to prospective Tenants. Landlord or Agent shall notify Tenant prior to going in the House except in the case of emergency.

10. This lease confers no rights on Tenant to use for any purpose any of the property of Landlord or Agent other than the interior of the House hereby leased, except the walks and roadways giving access thereto and such other areas, if any, as Landlord or Agent may from time to time designate for the use of Tenants. When the use by Tenant of any other portion of Landlord's or Agent's property is permitted, it shall be subject to the rules and regulations established by Landlord or Agent.

11. Tenant agrees that Tenant, his family, and guests will comply with the occupancy regulations which are continued in the lease and which are attached in Schedule A and Schedule B.

12. If there is a mortgage on the property, Tenant's rights under this lease are subject to that mortgage.

13. In the event that the Tenant fails to fulfill Tenant's obligations under the lease, the Landlord shall give notice to the Tenant. If the Tenant does not correct the problem within ten (10) days after receiving notice of the problem, the Landlord shall have the right to collect any rent due for the entire term of the lease. The Landlord shall also have the right to obtain possession of the House. In the event that the Landlord takes legal action for the purpose of enforcing this Lease, Tenant shall be responsible for all reasonable collection fees, attorney fees, and costs in addition to any other amounts due and owing pursuant to the terms of this lease.

14. If the House is taken or condemned for public use, this lease shall terminate as of the date that the property is transferred. The Tenant shall have no further obligation to the Landlord for the remaining term of the lease. Tenant waives any claims it might have against the Landlord by virtue of any condemnation action.

15. All notices required to be given to the Tenant or to Landlord or Agent must be given by personal service or return receipt mail whether or not accepted together with posting on the front door of the House.

16. The parties agree that all understandings between them and all agreements between them are contained in this lease and the attached Schedule A and Schedule B. The parties have not agreed to anything else except as is contained in any writings signed by both parties.

17. Insurance on personal property. Tenant acknowledges that the landlord is not responsible for insuring any of Tenant's personal property. The Landlord is not responsible for lost, stolen, or damaged property.

18. Liability for damages/Injury. Tenant agrees to assume all liability for, and to hold the Landlord harmless from any and all damages/injuries to people or property caused by Tenant, Tenant's family, or Tenant's guests on any part of the property. Damages include any costs and attorney's fees incurred by the Landlord in defending any lawsuit or other action.

Landlord

Tenant

GUARANTY - PARENTS

We, the undersigned parents shall be liable for any payments not made by the Tenant or any other Tenant obligations under this lease agreement. The undersigned parents acknowledge that the Landlord is relying on the parents guarantee. This guarantee shall be continuing until all amounts that may become due and owing to the landlord pursuant to the lease shall be paid in full.

SCHEDULE A

1. **No pets** are permitted in the House at any time including pets of visitors.
2. Nothing shall be taped, glued, nailed, or screwed onto the walls, woodwork, doors, cabinets, or wallpaper. Only small tacks are to be used to hang pictures or decorative items on the walls, **and only on the walls**. No painting or touch up patching and painting shall be done without prior written permission of the Landlord.
3. **No portable heating units** are permitted in the House. If there is a problem with the heat or any other utility, notify Landlord immediately.
4. **No window or portable air conditioners** can be used without the prior written consent of the Landlord. The cost for the use of each window or portable air conditioner shall be \$50.00 per semester, paid in advance.
5. **No additional locks** shall be put on any inside or outside doors of the House without prior written permission of the Landlord. If locks are added, Landlord must be provided keys for emergency reasons.
6. Tenant is responsible for replacing burned out light bulbs with the same or lower wattage bulbs. Decorative stringed lights **are not permitted** anywhere in the house.
7. The House will be inspected prior to the first semester and an "Apartment Condition and Survey" will have been completed. Any damages to the house will be noted at this time. It is the responsibility of the Tenant to review this form upon arrival, sign the form where indicated, provide the Tenant's telephone number or numbers where indicated, and return the form within one week of their arrival. Each tenant will be solely responsible for their own bedroom and its contents, but jointly responsible for the common areas of the House. At the end of the second semester, the second half of the form will be completed.
8. Garbage to be disposed of in a proper manner. If not, Tenant shall be responsible for any expenses related to its removal. Removal charge is \$ 10.00 per bag.
9. Tenants will be charged \$10.00/key for lost keys replaced by the Landlord. If the tenant is locked out for any reason the fee for the landlord to unlock the door is \$35.00 between the hours of 9 AM and 5 PM weekdays. The fee after 5 PM and on weekends and holidays is \$75.00. Tenants are advised that the cost assessed for repairs as the result of a tenant breaking-in to gain access is substantially more than the fee for lost keys.
10. Portable washers and dryers **are not** permitted in the House.
11. If a check is returned for any reason, Tenant will be charged a service charge of \$ 40.00.
12. Tenant should not use counter tops as cutting boards.
13. Recycling Bins provided by the Borough of Indiana for the Tenants use are not to be removed from the building at the end of the term. Tenant shall be responsible for the cost of the recycling bin if the recycling bin needs replaced.
14. Landlord shall be responsible for paying the expense of recharging fire extinguishers if they are used for a fire and the Landlord is promptly notified of the use of the fire extinguisher. All other discharges shall be recharged at the expense of the Tenant.

15. **No alcoholic beverages** shall be permitted in the House if there are any Tenants under the age of twenty-one. No Kegs or Party Balls are permitted in the House at any time regardless of Tenant's age.
16. Personal belongings shall not be stored in the basement or the attic of the House without the prior written consent of the Landlord. Tenants returning next school year are not permitted to leave personal belongings in the House over the summer. Arrangements must be made in advance to leave large furniture only, i.e. computer desk and chair.
17. Tenant may, with prior arrangements, move personal belongings once into the House prior to the start of the school year. Tenant will be charged \$ 20.00 each additional trip.
18. The House is to be properly cleaned prior to termination of the Lease. Excessive holes and damage to walls that necessitate patching and painting will be charged to Tenant(s). **It is the responsibility of the tenant to pay in advance to have the carpeted areas professionally cleaned prior to vacating.** If excessive dirt, spills, and stains necessitate extraordinary cleaning measure for the carpeted areas, tenant will be charged double or triple the cost for that area to be cleaned. Tenant agrees to use our preferred carpet cleaner, who will clean the carpets after all tenants have vacated, the cost of the service must be paid by May 1 to receive a 20% discount. **Carpet cleaning costs are not to be taken from the Security Deposit.**
19. All Christmas decorations including live trees and lights shall be removed from the House prior to leaving for semester break.
20. The House is permitted for a maximum of ____ Tenants and is permitted for a maximum of ____ occupants, consisting of the ____ Tenants and ____ guests.
21. If the Tenant is unable to fulfill the Tenant's obligations under the Lease Agreement, the Tenant shall immediately notify the Landlord. The Tenant shall be responsible for finding a replacement Tenant subject to the Landlord's approval. If a replacement Tenant satisfactory to the Landlord is not found, Tenant shall be fully responsible for all obligations under the lease.
22. Furniture designed for use inside the house is not permitted to be outside. Tenant(s) will be charged for the repair or replacement of damaged furniture.
23. In the event that Tenant does not wish to use the furniture provided by the landlord, there will be a fee of \$35.00 per item payable in advance of removal of the furniture.
24. Each Tenant must have the appropriate "**Anti-Virus**" software installed and active on their computer before hooking up to the internet system. If the Tenant does not have the appropriate anti-virus software, access to the internet system will be denied. **Wireless hookups** for the internet are not permitted in the house.
25. If any Tenant(s) or Tenant's guest(s) violate any Indiana Borough Ordinance(s) where the landlord incurs any fees, fines, costs, or expenses, Tenant(s) shall be responsible for reimbursing the landlord for all fees, fines, cost, or expenses associated with the Tenant(s) violating such ordinance(s).
26. Tenant agrees to use the leased property only as a residence. Tenant agrees to obey all Federal, State and Local laws and regulations when using the leased property. Any violation of said law shall be considered a breach of lease.
27. **Firearms**, bows/arrows, fireworks and weapons of any kind **are not permitted** in the house at any time.

28. **Overnight guests are not permitted** due to Indiana Borough Ordinances
29. Tenant agrees to not violate the Digital Millennium Copyright Act, (the Act), which protects the owner of copyrighted material such as music and movies. In the event that the tenant violates the Act and the landlord is notified of the violation, the tenant will be notified by the landlord and a copy of the notice of action received will be provided. Once the tenant has received notice of violation the tenant will cease any and all activity that violates the act. In the event that the tenant continues the activity that violates the Act, the tenant will be responsible for any and all penalties that may be assessed against the Landlord. In addition, the internet service will be terminated to the complete house or apartment.
30. Houses or apartments that are equipped with hard wire smoke detectors will be given a document entitled "SMOKE ALARM PROCEDURES". This specifies the charge associated with tampering with smoke alarms by the tenant. The fee for tampering with them can be between \$100.00 and \$500.00.
31. In the event that the tenant fails to pay all of the rent due along with any other fees that may be due the landlord by the end of the lease term, the tenant shall not remove any of their possessions from the premises. They will be held by the Landlord as guaranty of payment on any amount due.

Tenant Initials _____
Date _____

LEAD WARNING STATEMENT

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

Tenant Initials _____

Date _____

SAMPLE

SCHEDULE B

1. The number of occupants legally permitted in the "house" is _____. However, your lease may provide for less occupants than are legally permitted.
2. The trash and recycling collection schedule is as shown on "NOTICE" provided to tenant at move-in time.

Trash and recycling containers may be placed at curbside the evening prior to collection and must be removed from curbside the same day as collected.

The following materials may be recycled: glass, cans, bottles, and newspapers (bundled).

Trash and recycling materials must be removed weekly and stored in plastic or metal trash containers with a liner and lid.

3. It is the landlord's responsibility for snow and ice removal from all sidewalks.
4. It is the landlord's responsibility to keep the grass cut less than 6 inches.
5. Landlord **does not authorize and it may be illegal** to host, or participate in any fraternity or sorority function in the "house".

Violations of any provision of Schedule B constitutes a breach of the Lease and could also be a violation of Indiana Borough Ordinances, thereby resulting in fines of not less than One Hundred Dollars (\$100.00), nor more than Five Hundred Dollars (\$500.00), together with costs for each violation upon conviction before a Magisterial District Justice: and, in default in payment of the fine and costs, to undergo imprisonment in the Indiana County Jail for a period not to exceed ten (10) days. Each violation of said Ordinance constitutes a separate offense and each day the violation exists constitutes a separate offense. Consistent with Paragraph 25 of Schedule A, the tenant shall hold harmless and indemnify the landlord for any violation of Schedule B caused by tenant including but not limited to fines, costs, attorney fees, and expenses.

Tenant Initials _____

Date _____

SCHEDULE C

You will be charged by how much it costs to have a Professional Cleaning Service do the cleaning. Past experience has shown us that we may be charged between \$200 to \$800 to totally clean an apartment or house, depending on size and condition.

All common areas that need cleaned will be shared equally by all tenants. Bedroom areas will be charged solely to the occupant of the bedroom. The following list of charges is a **GUIDE** as to what it may cost to clean. These are estimates -

Kitchen/Dining Room:

- Oven/range - \$10.00 to \$30.00 depending on condition.
- Range hood - \$10.00 to \$20.00 depending on condition
- Refrigerator - \$10.00 to \$30.00 depending on condition.
- Cabinets/countertop - \$10.00 to \$40.00 depending on condition.
- Vinyl Floor/baseboards – \$5.00 to \$30.00 depending on condition and size.
- Carpet floor – Vacuum \$25.00.
- Table and chairs - \$10.00

Living Room:

- Floor/baseboards – Vacuum and dust- \$25.00.
- Furniture - \$5.00 per piece.

Bathroom/Powder room/vanity areas:

- Tub/Shower - \$10.00 to \$40.00 depending on condition.
- Commode - \$5.00 to \$20.00 depending on condition.
- Sink/cabinet - \$5.00 to \$15.00 depending on condition.
- Medicine Chest - \$5.00 to \$20.00 depending on condition.
- Floor/baseboards - \$5.00 to \$20.00 depending on condition and size.
- Replace toilet paper bar - \$5.00
- Replace broken towel bars – cost of replacement bar and brackets and labor

Bedrooms:

- Floor/baseboards – Vacuum - \$25.00 per room.
- Furniture - \$5.00 per piece.
- Replaced mattress cover - \$35.00.

General:

- Wash blinds - \$5.00 per blind.
- Wash windows - \$3.00 per window.
- Window screen – cost of replacement, \$25.00 to 30.00.
- Walls damaged – contracted cost of patching and painting.
- Vinyl floors – up to \$30.00 depending on condition and size.
- Repair or replacement of damaged furniture, appliances, furnishings, etc. – cost of item plus labor, such as dining room chair -\$175.00, dining table \$300.00, etc.
- All burns, stains, tears, or other damage to carpet, vinyl, sink tops, etc. – \$10.00 to \$30.00 per hole or damaged area.
- Removal of garbage or personal belongings left in basements, porches, storage rooms, etc. - \$10.00 per bag.
- Carpets – cost of professional cleaner.
- Keys not returned - \$10.00 per key.
- Recycling Bin – If missing - \$10.00.
- Replace Interior Door and/or frame - \$200.00 to \$450.00.
- Replace Exterior door - \$600.00 to \$900.00.
- Replace Exterior door window and screen - \$150.00 to \$300.00
- Removal of tape residue from walls - \$25.00 per hour

Tenant Initials _____

Date _____