

LEASE

1
2
3 THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE
4 LANDLORD AND EACH TENANT. EACH TENANT SHOULD READ THIS LEASE
5 CAREFULLY.

6
7 THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. EACH
8 TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF
9 THE AGREEMENTS IN THIS LEASE.

10 11 1. NAMES OF LANDLORD AND TENANT

12
13 Agent for the Landlord: Vito Dentino Agency, LLC

14 Name of Tenant: _____

15 Names of Guarantors: _____

16 Address of Guarantors: _____

17 18 2. LEASED PREMISES

19 The **leased premises** is the place that **landlord** agrees to lease to **tenant**. The leased
20 premises is:

21 California, PA. 15419

22 23 3. STARTING AND ENDING DATES OF LEASE AGREEMENT

24
25 This lease starts on: August 20, 2012

26 This lease ends on: May 15, 2013

27 28 4. RENT: The amount of rent for the entire term of the lease is: _____

29
30 **Tenant** agrees to pay the fall semester rent on or before the:

31 _____ Day of 20 in the amount of \$

32 **Tenant** agrees to pay the spring semester rent on or before the:

33 _____ Day of 20 in the amount of \$

34
35
36
37 **Landlord** does not have to ask (**MAKE DEMAND UPON**) **tenant** to pay the rent.

38 **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **landlord** at the place
39 specified by **landlord**.

40
41 **Tenant** agrees to pay a minimum **LATE CHARGE** of \$25.00 for the 1st 10 days and a \$1.00 per
42 day for each additional day. If **tenant** mails the rent to **landlord**, the date of payment will be the
43 date the letter is postmarked. There will be a **\$25.00 fee** for any partial payment made for monthly
44 rent.

45 **Tenant** agrees to pay to the **Landlord**:

46 **Garbage** in the amount of _____ per lease term.

47 **Sewage** in the amount of _____ per lease term.

48 (If Applicable) **Water** in the amount of _____ per semester.

49 (If Applicable) **Utility** deposit in the amount of _____ per semester.

50 An annual per-occupant fee will be administered by the California Borough: **\$30.00**

51 **Tenant** & guarantors agree to be responsible for any and all damages due to their actions
52 resulting in the revocation of the California Borough operating permit.

53

54 **5. SECURITY DEPOSIT**

55

56 **Tenant** agrees to pay a security deposit of **400.00** paid on _____.

57 Such deposit to be held in an escrow account at First Niagara Bank, California, PA.

58

59 **Landlord** may take the security deposit if **tenant** does not fulfill any of the obligations of this lease
60 including deciding not to live at the described premises or terminating this lease before the ending
61 date of the lease as listed on page 1, paragraph 3 (line 26).

62

63 **Tenant** agrees to pay the security deposit to **landlord** before the lease starts and before **landlord**
64 gives possession of the leased premises to **tenant**.

65

66 **Landlord** can take money from the security deposit to pay for any damages caused by **tenant**,
67 **tenant's** family and/or **tenant's** guests. **Landlord** may take the security deposit to pay for any
68 unpaid rent.

69

70 **Landlord** may require an additional \$400.00 security deposit in the event that **tenant** violates the
71 lease. In this event, if the **Landlord** chooses to waive his right to evict, **Landlord** may exercise
72 this option to require an additional security deposit. This security deposit will be refunded with the
73 first deposit according to the terms of the lease. If another violation occurs, all deposits will be
74 forfeited and eviction will be pursued.

75

76 After taking out for damages and unpaid rent or utilities, **landlord** agrees to send to **tenant** any
77 remaining security deposit money. **Landlord** will send the remaining security deposit money
78 and/or the status of the security deposit money to **tenant** no later than 30 days after the lease
79 ends and **tenant** leaves. **Landlord** also agrees to send to **tenant** a written list of damages and
80 amounts of money taken from the security deposit.

81

82 **Tenant** agrees to return the key to the landlord and give a written forwarding address when tenant
83 leaves and the lease ends.

84

85 **Tenant** may not use the security deposit as payment of the last month's rent.

86

87 **6. LANDLORD'S DUTY AT THE START OF THE LEASE**

88

89 **Landlord** agrees to give **tenant** possession of the leased premises on the starting date of the
90 lease. The lease will start even if **landlord** cannot give **tenant** possession of the leased premises
91 because the prior tenant is still in the leased premises or the leased premises is damaged,
92 undergoing repairs or being remodeled. **IF LANDLORD CANNOT GIVE TENANT POSSESSION,**
93 **TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION**
94 **OF THE LEASED PREMISES TO TENANT.**

95

96 **7. DAMAGE TO LEASED PREMISES**

97 **Tenant** agrees to notify **landlord** immediately if the leased premises is damaged by fire or any
98 other cause. **Tenant** agrees to notify **landlord** if there is any condition in the leased premises that
99 could damage the leased premises or harm **tenant** or others. If **tenant** cannot live in the whole
100 leased premises because it is damaged or destroyed, **tenant** may:

101 1. Live in the undamaged part of the leased premises and pay less rent until the leased
102 premises is repaired.

103
104

105 **Smoke alarm:** It is in violation of this lease to remove smoke alarms or batteries for purpose of
106 rendering smoke alarms in-operable. Tenants will be responsible for any and all damages
107 and or injury that may occur from misuse of smoke alarms or fire extinguishers

108

109 **Tenant** agrees that if the leased premises is damaged or destroyed and **tenant** ends the lease,
110 **landlord** has no further responsibility to **tenant**.

111

112 8. INSURANCE

113

114 **Landlord** agrees to have insurance on the building where the leased premises is located.
115 **Tenant's** own property is *not* insured by **landlord's** insurance. **Tenant** is responsible for **tenant's**
116 own property that is located in the leased premises.

117

118 9. ASSIGNMENTS OR SUBLEASES BY TENANT

119

120 **ASSIGNMENT (OR ASSIGN)** is the legal term for a transfer of the lease from the tenant to
121 another person. This other person then becomes the landlord's new tenant and takes over the lease.

122 **Tenant** agrees not to transfer (**assign**) this lease to anyone else without the written permission
123 of **landlord**.

124 A *sublease* is a separate lease between the tenant and another person who leases all or a part of the
125 leased premises from the tenant.

126 **Tenant** agrees not to lease (**sublease**) all or any part of the lease premises to anyone else
127 without the written consent of **landlord**. **Tenant** agrees that if **tenant** transfers this lease (*assigns*) or
128 leases all or a part of the leased premises to another (*sublease*), **tenant** has violated this lease.

129 **Tenant** agrees that even if **tenant** moves out before the ending date of this lease, **Tenant** is
130 still responsible for all financial obligations to the ending date of this lease.

131

132 10. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

133

134 **Landlord** is responsible for all damage to property or injury to people caused by **landlord** (or
135 **landlord's** representatives) intentional or negligent acts at the leased premises. **Tenant** is
136 responsible for all damage to the leased premises and injury to people caused by **tenant, tenant's**
137 family or guests.

138 **Tenant** agrees that **landlord** is not responsible to **tenant, tenant's** family or guests for
139 damage or injury caused by water, snow or ice that comes on the leased premises unless **landlord**
140 was negligent.

141 **Basements are not considered part of the leased premises.**

142 11. USE OF LEASED PREMISES

143 **Tenant** agrees to use the leased premises only as a residence. **Tenant** agrees to obey all
144 federal, state and local laws and regulations when using the leased premises.

145 **Tenant** agrees not to have firearms or weapons of any type on the premises.

146 **Tenant** agrees not to store any flammable, hazardous, or toxic chemicals or substances in or
147 around the leased premises.

148 **Tenant** agrees not to do any activities in or around the leased premises which could harm
149 anyone or damage any property.

150 **Tenant** agrees that any possession of illegal drugs or drug activity will result in immediate
151 eviction.

152 **Basements are not considered part of the leased premises.**

153 **Tenant** agrees that the **tenant** will not allow more than _____ people to occupy the leased
154 premises without the written permission of **landlord**. California Boro will asses a \$500.00 fine if more
155 than the before-mentioned occupancy is exceeded. **The number of beds on the premises can**
156 **only be equal to the number of tenants.**

157 12. RULES AND REGULATIONS

158 **Tenant** agrees to obey all rules and regulations for the leased premises. If **tenant** violates any
159 rules or regulations for the leased premises, **tenant** violates this lease.

160

161 **Tenant** agrees to provide **Landlord** with current and accurate contact information, i.e. phone
162 number(s), e-mail address, and forwarding address. If any of this information changes during the
163 term of the lease, changes must be reported to **Landlord's** office ASAP.

164

165 13. LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES

166 (SUBORDINATION)

167 **Subordinate and subordination** are legal terms that mean that this lease does not have any
168 effect upon the rights of the **landlord's** mortgage company. In other words, **tenant's** rights under this
169 lease are **subordinate** to **landlord's** mortgage company. If **landlord** does not make the mortgage
170 payments, the mortgage company may have the right to end the **landlord's** ownership of the leased
171 premises. If the mortgage company sells the leased premises at a mortgage foreclosure sale, the
172 lease *may* end.

173 **Tenant** agrees that **landlord** has the right to mortgage the leased premises. If **landlord** has a
174 mortgage on the leased premises now, or if **landlord** gets a mortgage in the future, **tenant** agrees
175 that this lease is **subordinate** to the **landlord's** mortgage.

176

177 14. CARE OF LEASED PREMISES

- 178 1) **Tenant is responsible for, and will take good care of, the leased premises and all of the**
179 **property in and around the leased premises. Tenant agrees to pay for any damage**
180 **caused by tenant, tenant's family and tenant's guests.**
- 181 a) **Any damage that occurs during the lease term or any non refundable pet fee will be**
182 **due within 10 days. These fees will not be deducted from the security deposit at the**
183 **end of the lease term. Failure to pay these fees within 10 days will result in a**
184 **violation of the lease and will be subject to the terms on pg 5, section 18.**
- 185 2) **Guests are not to stay overnight without permission from the Dentino Agency. (See rule**
186 **#23 for more details.)**
- 187 3) **Tenant is responsible for supplying garbage cans. Does not apply to apartments with**
188 **dumpsters.**
- 189 4) **Tenant agrees that all buildings with common entrances must keep main entrance door**
190 **shut and locked at all times.**
- 191 5) **Tenant agrees to turn over possession of the leased premises to landlord when the**
192 **lease ends.**
- 193 a) **A \$50.00 per day charge will be assessed to anyone not leaving or returning their**
194 **key on the ending date on the lease. If tenant leaves without returning the key to our**
195 **office and the key is mailed to us, you will be charged \$50.00 a day until we receive**
196 **the key. For your convenience, a mail slot at the back of our office can be used for**
197 **dropping off keys after business hours which are weekdays from 8:00am until**
198 **4:00pm. Please call the office for details.**

199

200 **15. LANDLORD'S RIGHT TO ENTER LEASED PREMISES**

201 **Tenant** agrees that **landlord** and **landlord's** representatives have the right to enter the leased
 202 premises at reasonable times. **Landlord** and **landlord's** representatives have the right to inspect, to
 203 make repairs, to do maintenance, and to show the leased premises to others.

204

205 **16. UTILITY SERVICES**

206 **Landlord** and **tenant** agree to pay for the charges for utilities and services supplied to the
 207 leased premises as follows:

<u>Charge or Service:</u>	<u>Paid By:</u>
208 Television Cable	tenant _____
209 Electric to Premises	tenant _____
210 Water Service	tenant _____
211 Gas	tenant _____
212 Heat	tenant _____
213 Refuse Collection (ANNUAL FEE)	tenant _____
214 Lawn Maintenance	landlord _____
215 Snow and Removal	tenant _____
216 Sewer Charges (ANNUAL)	tenant _____
217 Other Utility Deposit	tenant _____
218	
219	

220 **Landlord** has the right to turn off temporarily any utility or other service to the leased premises in
 221 order to make repairs or do maintenance.

222

223 **17. GOVERNMENTAL POWER OF EMINENT DOMAIN.**

224 *Eminent domain* is the legal name for the right of a government such as the state or county or
 225 city to take private property for public use. The government must pay fair compensation to anyone
 226 who has any right in the property that is taken by the government.

227 If all or any part of the leased premises (or the building within which the leased premises is
 228 located) is taken by eminent domain, this lease will end automatically. **Landlord** and **tenant** agree to
 229 release each other from any responsibility because leased premises is taken by eminent domain and
 230 the lease has ended.

231

232 **18. VIOLATIONS OF THIS LEASE**

233 **WHEN EITHER LANDLORD OR TENANT DOES NOT DO SOMETHING THAT THEY HAVE**
 234 **AGREED TO DO, IT IS A VIOLATION OF THIS LEASE. IF TENANT VIOLATES THIS LEASE,**
 235 **TENANT MAY LOSE TENANT'S SECURITY DEPOSIT. IF TENANT VIOLATES THIS LEASE,**
 236 **LANDLORD ALSO CAN SUE TENANT FOR OTHER EXPENSES AND MAY SUE TO EVICT**
 237 **TENANT.**

238 **EACH TENANT SHOULD NOT SIGN THIS LEASE UNLESS EACH TENANT HAS READ**
 239 **AND CLEARLY UNDERSTANDS THE INFORMATION IN THIS SECTION ABOUT LEASE**
 240 **VIOLATIONS.**

241 X **THIS IS A JOINT AND SEVERAL LEASE ONLY BETWEEN**
 242 **THE PARTIES SIGNING THIS LEASE**

243 _____ **THIS IS NOT A JOINT AND SEVERAL LEASE**

244 **IF THIS IS NOT A JOINT AND SEVERAL LEASE, THEN THE LANDLORD CAN ONLY SUE**
 245 **ONE TENANT FOR THAT TENANT'S VIOLATION OF THE LEASE.**

246 **IF THIS IS A JOINT AND SEVERAL LEASE IT MEANS THAT ALL THE TENANTS AS A**
 247 **GROUP AND EACH OF THE TENANTS AS AN INDIVIDUAL IS RESPONSIBLE TO LANDLORD**
 248 **FOR ALL OF THE AGREEMENTS OF THIS LEASE. FOR EXAMPLE, IF THE RENT IS NOT PAID,**
 249 **LANDLORD CAN SUE ALL OF THE TENANTS (JOINTLY) FOR ANY UNPAID RENT. OR,**

250 LANDLORD CAN BRING A SUIT AGAINST ANY ONE TENANT SEPARATELY (*SEVERALLY*)
 251 FOR ALL OF THE UNPAID RENT. THIS PROVISION APPLIES ONLY TO THOSE PARTIES
 252 NAMED IN THIS LEASE AGREEMENT.

253
 254 **TENANT VIOLATES THIS LEASE IF TENANT:**

- 255 1. FAILS TO PAY RENT OR OTHER CHARGES TO LANDLORD ON TIME OR,
 256 2. HAS UTILITY SERVICE SUSPENDED BEFORE THE END OF THE LEASE TERM, OR
 257 FAILS TO HAVE UTILITIES TURNED ON AT THE BEGINNING OF LEASE WHICH
 258 AUTOMATICALLY GIVES THE LANDLORD THE RIGHT TO TAKE POSSESSION OF THE
 259 LEASED PREMISES BEFORE LANDLORD BEGINS FORMAL EVICTION PROCEEDINGS.
 260 3. LEAVES (ABANDONS) THE LEASED PREMISES WITHOUT THE LANDLORD'S
 261 PERMISSION BEFORE THE END OF THE LEASE AT WHICH TIME ALL CONTENTS AND
 262 PERSONAL PROPERTY BECOME PROPERTY OF THE LANDLORD.
 263 4. DOES NOT LEAVE THE LEASED PREMISES AT THE END OF THE LEASE OR,
 264 5. DOES NOT DO ALL OF THE THINGS THAT TENANT AGREED TO DO IN THIS LEASE.
 265

266 IF TENANT VIOLATES THE LEASE, EACH TENANT AGREES TO WAIVE *NOTICE TO QUIT*.
 267 THIS MEANS THAT THE LANDLORD MAY FILE A COMPLAINT IN COURT ASKING FOR AN
 268 ORDER EVICTING EACH TENANT FROM THE LEASED PREMISES WITHOUT GIVING EACH
 269 TENANT *NOTICE TO QUIT* FIRST. *LANDLORD DOES NOT HAVE THE RIGHT TO THROW*
 270 *TENANT OUT OF THE LEASED PREMISES (SELF-HELP EVICTION). THE LANDLORD CAN*
 271 *ONLY EVICT TENANT BY COURT ACTION.*
 272

273 THE LANDLORD DOES *NOT* HAVE THE RIGHT TO SUE IN COURT FOR EVICTION UNLESS
 274 A TENANT HAS VIOLATED THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH
 275 TENANT IS WAIVING *NOTICE TO QUIT*, EACH TENANT WILL HAVE A CHANCE IN COURT TO
 276 CHALLENGE THE LANDLORD'S CLAIM FOR EVICTION.
 277

278 IF TENANT VIOLATES THE LEASE AGREEMENT, THE LANDLORD MAY SUE EACH TENANT
 279 IN COURT:

- 280
 281 1. TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY
 282 TENANT'S VIOLATION OF THE AGREEMENTS IN THE LEASE.
 283 2. TO RECOVER POSSESSION OF THE LEASED PREMISES (EVICTION).
 284 3. TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER
 285 PERSON TAKES POSSESSION OF THE LEASED PREMISES AS A NEW TENANT.
 286

287 **Tenant** agrees that **landlord** may be reimbursed by tenant for reasonable collection and
 288 attorneys fees as part of a court judgment or an attempt at collection in a lawsuit against **tenant**.
 289 These fees would result for violation of the agreements of the lease including non payment of rent
 290 and/or damages.
 291

292 **19. OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT**

293 **Landlord** and **tenant** agree that the additional agreements in **BOLD PRINT** with a "yes" are part of
 294 this lease agreement.
 295

		NO	X	CHECK-IN AND CHECK-OUT PROCEDURES
YES	X	NO		RULES AND REGULATIONS
YES		NO	X	TENANT'S RIGHT TO CONTINUE LEASE
YES	X	NO		NO PET AGREEMENT
YES	X	NO		SINGLE UNIT RESIDENCE AGREEMENT
YES		NO	X	OTHER:

296 **BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT**
297 **HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.**

298
299 **Vito Dentino hereby discloses in accordance with Real Estate rules, regulations and laws that**
300 **he is a licensed Broker-Realtor in the Commonwealth of Pennsylvania**

301
302 **Tenant agrees to be responsible for damages if tenant fails to keep heat operating during**
303 **semester breaks, spring vacation, or other periods when they are away from the premises.**
304 **This precautionary measure taken will prevent the potential damage resulting from freezing**
305 **pipes.**

306
307 **If such negligence should occur by the tenant, a minimum charge of \$35.00 to correct the situation will**
308 **be charged for the service call.**

309
310 **The sewage is charged annually. (Charge to be determined by the borough) It is assessed by the**
311 **consumption of water. If water usage exceeds the amount charged per quarter (over 3,000 gallons),**
312 **then the tenant will be responsible for paying the extra charge. Call the office immediately if water is**
313 **leaking, dripping or the commode is running. These problems can increase your water bill which will**
314 **then increase the sewage bill. The tenants will be charged for any overage of the sewage bill.**

315
316 **Any fees such as garbage, sewage, occupancy, water or any other utility bills that come to**
317 **our office which are the tenants responsibility, including late fees that are due, will be handled as**
318 **follows;**

319
320 **IF THE ABOVE FEES ARE NOT PAID BY THE NEXT DATE RENT IS DUE, THEY WILL**
321 **BE PAID FIRST AND THE BALANCE WILL BE APPLIED TO RENT. THIS WILL LEAVE A**
322 **BALANCE DUE OF THE CURRENT RENT AND WILL BE CONSIDERED IN ARREARS AND**
323 **LATE FEES WILL ACCRUE ACCORDING TO THIS LEASE AGREEMENT, PAGE 1, SECTION 4.**
324 **WHERE UTILITIES ARE REQUIRED TO BE IN THE NAME OF THE TENANT, THERE WILL BE A**
325 **\$50.00 SERVICE CHARGE FOR EACH BILL THAT REMAINS IN THE NAME OF THE**
326 **LANDLORD OR VITO DENTINO AGENCY, LLC. KEYS WILL NOT BE ISSUED UNTIL ALL**
327 **APPLICABLE UTILITIES ARE IN THE NAME OF THE TENANTS.**

328
329 **All public utilities (gas / electric/ water, if applicable) must remain in the name of the tenant**
330 **throughout entire term of the lease. If utilities are turned off by the tenant or terminated by the**
331 **utility company, the apartment will be considered abandoned, and all rents & fees through the**
332 **entire term of the lease will become due immediately. At this time the landlord will take**
333 **immediate possession.**

334 **This lease is contingent upon receiving a signed, notarized lease from:**

335
336 _____
337

338
339 **Tenant acknowledges that Heat & Electric must remain “ON” during the winter months to prevent any**
340 **damage that could be caused by freezing or cold temperatures. The Tenant will be responsible for**
341 **any and all damages, if they fail to keep the thermostat on at least 65 Degrees Fahrenheit.**

NO PET AGREEMENT

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Agent for the Landlord: Vito Dentino Agency, LLC

TENANT: _____

GUARANTORS: _____

LEASED PREMISES: _____

STARTING DATE OF LEASE: August 20, 2012

ENDING DATE OF LEASE: May 15, 2013

Tenant agrees that tenant will **NOT** keep any pets on the leased premises, nor will the **Tenant** feed or give shelter to stray animals. **Tenant** agrees that **tenant WILL NOT ALLOW** tenant's family or guests or others to have pets on the leased premises.

Landlord and **tenant** agree that this **NO PET AGREEMENT** is part of the lease between **landlord** and **tenant**. **Pets are not allowed on the premises for any reason; no pet sitting or visiting pets are permitted at any time. If you have questions pertaining to this agreement, please contact our office.**

If a pet is found to be housed on your property (including pet sitting) a Fee of **\$300.00 per pet per day** will be charged to the **tenant** immediately. However, this fee in no way permits you to retain a pet. If a pet is found a second time on your premises, we will seek to enforce the terms of the lease on page 5, #18.

Signature of Tenant(s):

Tenant: _____

Guarantor: _____

Guarantor: _____

SINGLE UNIT RESIDENCE AGREEMENT

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Agent for the Landlord: Vito Dentino Agency, LLC

TENANT: _____

GUARANTORS: _____

LEASED PREMISES: _____

STARTING DATE OF LEASE: August 20, 2012

ENDING DATE OF LEASE: May 15, 2013

1. **Tenant** agrees that **tenant** will remove the snow and ice from the sidewalks within a reasonable time, including break. **SALT OR SALT PRODUCTS ARE NOT TO BE USED** to remove snow and ice. Other products, such as a sodium chloride alternative that will not ruin surfaces, may be used. **Tenant** agrees to obey all snow and ice removal regulations (24 hours after snow ends).
2. **Tenant** agrees that **LANDLORD** will mow the lawn and keep the landscaping in a neat condition unless otherwise noted on the lease.
3. **Tenant** agrees to keep the leased premises clean and litter-free including hallways, stairways, areas around dumpsters and parking lots. If necessary, tenants will be charged for cleanup. The agency will hire someone to clean the areas and will divide the charges among the tenants. **Tenant** agrees to obey all trash removal and recycling regulations.
4. **Landlord** agrees to have insurance on the building and **landlord's** property at the leased premises. **Landlord** will not keep insurance on **tenant's** property. **Tenant** agrees that **tenant** is responsible for **tenant's** own property. **Tenant** agrees that **tenant** is responsible for the property of **tenant's** family and the property of **tenant's** guests.
5. **Tenant** agrees that **tenant** is in **control** of the entire leased premises. **Tenant** agrees that **landlord** and **landlord's** representatives have the right to come upon the leased premises to inspect, to do repairs and maintenance and to show the property to others.

Landlord and **tenant** agree that this **SINGLE UNIT RESIDENCE AGREEMENT** is part of the lease between **landlord** and **tenant**.

Signature of Tenant(s):

Tenant: _____

Guarantor: _____

Guarantor: _____

425 I / we the undersigned, have read the entire Lease (12 pages) and agree that
426 I / we are willing and able to assume all obligations, including rent and fees for
427 the Tenant under the terms of the Lease and agree to all terms and conditions
428 for the apartment located at: _____

429
430 Guarantor: _____ Date _____

431
432 ACKNOWLEDGMENT

433
434 COMMONWEALTH OF PENNSYLVANIA)
435) ss:
436 COUNTY OF _____)
437

438 On this the _____ day of _____, 20 , before me, the undersigned officer,
439 personally appeared _____, known to me (or satisfactorily proven) to be
440 the person whose name is subscribed to the within instrument, and acknowledged that he
441 executed the same for the purposes therein contained.

442
443 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

444
445 (SEAL) _____
446 Notary Public

447
448 Guarantor: _____ Date _____

449
450 ACKNOWLEDGMENT

451
452 COMMONWEALTH OF PENNSYLVANIA)
453) ss:
454 COUNTY OF _____)
455

456 On this the _____ day of _____, 20 , before me, the undersigned officer,
457 personally appeared _____, known to me (or satisfactorily proven) to be
458 the person whose name is subscribed to the within instrument, and acknowledged that he
459 executed the same for the purposes therein contained.

460
461 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

462
463 (SEAL) _____
464 Notary Public

465
466
467

468

469 I / we the undersigned, have read the entire Lease (12 pages) and agree to
470 assume all obligations of the Tenant under the terms of the Lease and agree to
471 all terms and conditions for the apartment located at: _____

472

473

474

Tenant: _____ Date _____

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ACKNOWLEDGMENT

478 COMMONWEALTH OF PENNSYLVANIA)

479) ss:

480 COUNTY OF _____)

481

482 On this the _____ day of _____, 20____, before me, the undersigned officer,
483 personally appeared _____, known to me (or satisfactorily proven) to be
484 the person whose name is subscribed to the within instrument, and acknowledged that he
485 executed the same for the purposes therein contained.

486

487

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

488

489 (SEAL)

490

491

492

493

Notary Public

494.....

495 **ACCEPTED BY**

VITO DENTINO AGENCY, LLC

496

497

498

499

500 **SIGNATURE:**

501

VITO D. DENTINO

RULES AND REGULATIONS

1. Tenants shall respect the rights of other residents and neighbors and shall not unreasonably disturb them. Tenants shall avoid excessive noise especially after 10:00 PM, including the playing of electronic devices such as radios, televisions, music.
2. Tenants shall comply with state laws and regulations regarding the consumption of alcoholic beverages, including those defining legal drinking age. No alcoholic beverages shall be consumed in public areas outside the leased premises, including hallways, porches and lawns. No keg or party-balls or other parties are permitted and shall be cause for termination of the lease agreement and forfeiture of all money paid. We will periodically check apartments for lease violations. Tenant will be charged a \$100.00 fine for any keg found on the premises.
3. Tenants shall not park motor vehicles on lawns, sidewalks, or in a manner to block garbage removal and shall comply with state and local traffic laws and ordinances.
4. Tenants shall maintain the leased premises in a clean and orderly manner. Tenants shall sweep sidewalks, porches, hall and steps and remove debris from walks and lawns.
5. Tenants shall be responsible for the removal of snow and ice from the access to their apartment including but not limited to, sidewalks, porches and steps, including breaks.
6. Tenants shall properly bag and secure garbage and place it in the area designated for weekly collection. Tenants shall keep the collection area, to include porches and common areas, free from litter and debris. Borough ordinance requires all garbage to be in plastic bags and to be placed in garbage cans or dumpsters.
7. No animals shall be kept in or about the leased premises. NO PETS.
8. No waterbeds are permitted in the leased premises without written permission by landlord.
9. Tenants shall not make holes in the walls with nails, tacks, or other devices. Tenants must secure permission of landlord before using tape of any kind on the walls.
10. Tenants shall not paint the interior of the leased premises or alter its fixtures or appliances without the written consent of the landlord.
11. Tenants are responsible for their own mail over academic breaks and holidays. Tenants shall notify post office of forwarding address upon termination of lease.
12. Tenants are not permitted to change the locks to their apartment or to make any additional keys.
13. Upon termination of the lease agreement, tenants shall return all keys to the office of the landlord. A charge of \$50.00 per day will be assessed to anyone not returning their key on the ending date of the lease.
14. Let it also be understood and agreed that there will be NO "Parties" allowed. NO kegs of beer or party balls are permitted upon the premises under any circumstances.
15. Any clogging repair or damage done to plumbing due to carelessness or personal hygiene products, hair, or food particles, etc. shall be the responsibility of the tenant. A MINIMUM of \$35.00 will be charged to call a plumber. There will be additional charges if an electric eel is required.
16. Garbage pickup for your apartment will be Friday morning; 8:00 AM- garbage should be placed in the container and placed at the curb or dumpster Thursday night. (Time & day subject to change)
17. There will be a LOCK OUT FEE OF \$25.00. (Before 8:00 AM & After 4:00 PM and all Weekends and Holidays)
18. Tenants are not permitted on roof tops for sunbathing or any other activities.
19. There will be no open flames in or around the leased property. Gas grills are acceptable, charcoal grills are not acceptable.
20. NOTICE: THERE WILL BE A \$35.00 FEE FOR ALL RETURNED CHECKS! All Future payments must be in cash, money order or certified funds after receiving a check that is returned for non payment.
21. Only standard window coverings are permitted- drapes, curtains, blinds etc. are permitted. FLAGS, TOWELS, SHEETS ARE NOT PERMITTED TO BE HUNG AT WINDOWS.
22. Fire Extinguishers and Smoke alarms are placed in the unit for your safety. They should not be tampered with. Any repairs needing done due to tampering will be charged to the tenant. Any damage or injury resulting from smoke alarm and fire extinguishers made inoperable by tenants will be the responsibility of tenants.
23. Tenants shall be responsible for all family members, guests and invitees who must comply with all the above rules and regulations when visiting the leased premises. Guest are not permitted to stay overnight without advance permission from the Dentino Agency. The two day limit on guests staying will be strictly enforced.
24. Landlord can not be held responsible for losses due to the breakdown of a refrigerator or other major appliance.
25. Tenant will be charged \$100.00 for any calls involving the police where a disturbance is occurring or has occurred, as a result of the behavior of the tenants or the tenants guests.
26. You must provide the office with a valid e-mail address you will be using during the school term. We will notify tenants by e-mail of apartment showings and other important notices. You will be responsible for checking your e-mail regularly to receive messages and advance notice of apartment viewing.
27. Any fees due for fines, damage, utilities, etc., will be billed and due immediately. If not paid within ten days of receipt of the bill, the money will be deducted from any rent received. Rent will then be in arrears and late fees will accrue.
28. Satellite dishes are not permitted.
29. Paintball guns and paintballs are not permitted on the premises. Any damage due to paintballs will be the responsibility of the tenant.
30. If your unit is serviced by central air conditioning, you may not use portable or window air conditioning units.
31. Apartments with washers and dryers are there for your convenience and for tenants use only. If the washer or dryer breaks and it is determined to be caused by the tenant, the tenant will be responsible for the cost of repairs.
32. Tenant agrees that any possession of illegal drugs or drug activity will result in immediate eviction.

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