

RESIDENTIAL LEASE AGREEMENT

(Address) Indiana PA 15701

1. DATE OF THIS LEASE AGREEMENT: _____

2. RESPONSIBLE PARTIES TO THIS LEASE AGREEMENT:

Landlord: Oak Grove Realty, Agent for Owner

Tenant(s): _____

IT IS UNDERSTOOD AND AGREED THAT THE PAYMENTS OF ALL THE ABOVE SHALL BE A JOINT AND SEVERAL OBLIGATION of the tenants; their heirs, guarantors, cosigners, distributives, executors, administrators, legal representatives, successors, and assigns. Jointly and severally means Landlord, or Landlord's lawful agent, may elect to sue any one Tenant individually, and/or all tenants together for any breach of the terms and conditions of this lease agreement.

3. **LANDLORD**

Management Agent for Owner: Oak Grove Realty
Address: 1128 Philadelphia St
Indiana PA 15701

Phone: 724-471-1234 **Email:** oakgroveready@gmail.com
Website: www.oakgroveready.net

4. **PROPERTY**

Landlord agrees to rent to Tenant (s) the following Property:
(Address) _____, Indiana, PA 15701

Description of unit/ Restrictions: _____

5. **LEASE TERM:**

A. Starting Date: This Lease starts on _____

B. Ending Date: This Lease ends on _____

C. Renewal of Lease: This lease will automatically renew annually for **ONE YEAR** if not ended or changed by either party. **Landlord or Tenant must give at least thirty (30) days notice before the end of the lease if they do not want it to automatically renew.**

6. **RENTAL PAYMENTS**

A.	Monthly rent:	\$ _____ .00
B.	Pet rent:	\$ _____ .00
B.	Municipal Utility reimbursement:	\$ _____ .00
C.	DUE DATE:	1st of each month

Checks or money orders shall be made out to: “Oak Grove Realty”

and mailed or hand-delivered to the address as shown above.

D. Landlord does not have to ask Tenant to pay the rent. Tenant agrees to pay rent by first class mail, or in person, to the address above, or at any future address specified by the Landlord.

E. **If we receive and accept your payments after agreed-upon due date, Tenant(s) agree to send an additional \$35.00 plus a \$1.00 a day, due and payable as additional rent, until all past due charges are paid in full.** This additional rent is designed to reimburse the owner and/or manager for reasonable expense

Tenant initials: _____, _____

Landlord initials: _____

- in collecting late payments and any incidental costs arising therefrom. This does not confer a grace period, or any duty on the part of landlord to accept any payment if in default; and refrain from eviction proceedings.
- F. If payment is made by check and the check is returned for insufficient funds, or for any other reason, Tenant will pay to Landlord the **Bad Check Charge of _____ \$35.00 _____** as additional rent.
 - G. Collection fees and bad check charges are due within 10 days of notification of such charges, and are charged as additional rent & subject to same administrative fees. Failure to pay such charges shall be considered a breach of this lease.

7. **BEFORE MOVING IN, TENANT PAYS**

- A. 1st month's rent shall be paid in advance and shall be due on or before move-in date.
- B. Rent for a portion of a month shall be rated at the monthly rent divided by the number of days in the month times the number of days of the tenant's occupation of the apartment.
- C. Other: security deposit of **\$ one month's rent** is to be paid at time of signing lease.
- D. Security Deposit shall be held in deposit by the landlord in an escrow account at _____

8. **USE OF PROPERTY**

- A. **Occupancy:** This lease allows the Tenant to use the Property for residential use only, to be occupied by the Tenants named on page 1 of this lease agreement and their immediate family. **The Indiana Borough occupancy permit for this property allows no more than _____ unrelated persons to occupy the premises.**
- B. **Use:** If the Tenant wishes to operate a business from the home, written permission from the Landlord must be obtained. Borough ordinances regulating home-based businesses must be complied with. The Landlord reserves right to renegotiate the terms of the lease.
- C. **Parking: (availability, rules)**
- D. Vehicles must have current registration, license plate, and inspection sticker. Any Tenant vehicle found without these requirements causes a five (5) day written notice to be sent by Landlord, asking Tenant to comply. After 5 days, the vehicle will be towed away, all costs charged to the Tenant. Repainting or rebuilding of any vehicle is not permitted on the property.

9. **UTILITIES AND SERVICES (to be customized to property specifications)**

A. The tenant is responsible to pay for:

Electric	First Energy	1-800-545-7741
Gas	Dominion Peoples	1-800-764-0111
Water	PAWC	1-800-474-7292

Municipal utilities: Sewage/Recycling/Garbage removal – currently \$41.50 to be paid monthly by the 1st, due as additional rent, subject to same terms.

If the cost of municipal services changes during the term of this lease, that cost shall be the responsibility of the tenant. 30 day notification of any change shall be delivered to tenant and the varied rate shall be paid with the next following rent payment.

If desired:

Cable Phone service

Tenant is responsible to set up utility service for any utility they are responsible for, prior to moving in. Call the utility company at least two weeks in advance to ensure service at move-in.

B. Landlord pays for: _____

10. **CONDITION OF PROPERTY**

- A. Tenant understands that landlord has planned no additions, or changes to the property except as follows: _____
- B. Tenant agrees that Tenant has personally inspected the Rental Unit and finds it in good repair and in proper working order. Tenant accepts the Rental Unit "AS IS" and fit for residence. **Within five (5) days** of taking possession of the Rental Unit, Tenant must provide to Landlord **a written list** of any defects or damages to the Rental Unit which existed before Tenant took possession. If no such list is given to the Landlord, this is

- evidence that there were no defects or damages.
- C. The tenant is expected to leave the apartment in the same condition of cleanliness and repair as when accepted. Tenant will pay for all defects and damages not appearing on this list when Tenant moves out. Professional carpet cleaning (if applicable) is required after move-out is complete; and is the responsibility of the Tenant. If contracted for by the Tenant, receipt for services must be provided as proof. Standard practice is for our contractors will perform the carpet cleaning and the cost is deducted from Tenant security deposit.
 - D. Tenant agrees to assume responsibility for the personal security and safety of all persons in the Rental Unit. Any safety or security measures are Tenant's responsibility.

11. **RULES AND REGULATIONS**

- A. Rules for use of the Property are included herein.
- B. Tenant promises to obey the rules.
- C. Landlord cannot change the Rules unless the change benefits the Tenant.
- D. **ILLEGAL ACTIVITY:** At Landlord's option, this lease may be terminated if Tenant or Tenant's guests are found by anyone to be storing, using, selling, manufacturing, or distributing illegal materials, or participating in illegal activities under State or Federal Law.

12. **IF PROPERTY WAS BUILT BEFORE 1978**

Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

- A. Landlord initial one:
 Landlord does not know of any lead-based paint or lead-based paint hazards (dangers) on the Property;
OR
 Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about the lead-based paint and lead-based paint hazards.

- B. Landlord initial one:
 Landlord has no reports or records about lead-based paint hazards on the Property;
- C. Tenant initial all that are true:
 Tenant received the pamphlet Protect Your Family from Lead in Your Home.

 Tenant read the information Landlord gave in paragraph 12 (A) and (B) above.
- D. Landlord and Tenant certify:
 1. By signing this Lease, Landlord and Tenant certify that the information given is true to the best of their knowledge.

13. **TENANT'S CARE OF PROPERTY**

Tenant, Tenant's family and guest agree to obey all laws and Rules that apply to Tenant.

- A. Tenant **will**:
 1. Keep the Property clean and safe. Tenant agrees to shampoo all carpets as needed and keep the entire rental unit and all appliances clean during this lease.
 2. Get rid of all trash, garbage and any other waste materials as required by Landlord and the law.
 3. Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property, including any elevators.
 4. Tell Landlord immediately of any repairs needed. This report should also be made in writing. Tenant is responsible for any damage or any injuries caused by Tenant's willful, careless, unreasonable

behavior, or unreported material defects on property that cause damage or injury.

5. Lawn care and snow removal is the responsibility of the Tenant. Borough Code requires that sidewalks along street must be kept clear of snow and ice. Grass is to be kept cut under 6 inches in height. Any costs or fines associated with mowing or snow removal is the responsibility of the tenants.

- B. Tenant **will not**:
 - 1. Willfully destroy or deface any part of the Property.
 - 2. Disturb the peace and quiet of other tenants or neighbors, or allow guests to.
 - 3. Make changes to the property, **such as** painting, remodeling, changing locks, hanging shelves, etc., without the **written** permission of Landlord. Tenant understands that any changes or improvements will belong to the Landlord.
 - 4. **Smoking inside the rental unit is prohibited.** Cigarette butts will not be littered on the ground.
- C. **Repairs by Tenant:** Tenant will pay to repair any damage to the Property or to any item in or on the Property that Tenant or Tenant's guest cause through a lack of care, as additional rent. Payment for such charges shall be due within 15 days, or shall be subject to late fees as outlined section 6E.
- D. **Maintenance requests shall be reported in writing** to the address and phone number as shown on Page 1 of this lease.
- E. Maintenance requirements shall be reported on pain of breach of the agreement.
- F. Oral maintenance requests may not be honored and cannot form the basis for a claim of breach of the implied warranty of habitability.

14. **LANDLORD WILL MAINTAIN PROPERTY**

- A. Landlord will keep the Property and common areas in reasonable condition and as required by law.
- B. Landlord will keep all the structural parts of the Property in good working order, including
 - ceilings roof floors walls
 - doors steps porches windows
- C. Landlord will keep all systems, services, facilities, or appliances supplied by Landlord in safe and good working order, including:
 - air conditioning sanitary electrical ventilation
 - drainage heating water heating plumbing
- D. Landlord will keep multi-unit Properties reasonably free of pests, rodents and insects. Tenants are required to dispose of garbage weekly and keep the premises clean.
- E. **Property maintenance inspections may be performed at the Landlord's discretion.** Notice of inspection shall comply with Paragraph 15 (below). Any damages caused by tenants shall be repaired at tenant expense. Invoices for repairs must be paid within 10 days, with payment considered to be additional rent. Failure to pay within this timeframe shall be considered a breach of this lease agreement.
- F. **Lawn care and snow removal is the responsibility of the Landlord.**

15. **LANDLORD'S RIGHT TO ENTER**

- A. Tenant agrees to let Landlord or Landlord's representatives enter the Property at reasonable hours to inspect, repair, do maintenance, or show the Property to prospective buyers. Tenant may not unreasonably stop Landlord from entering.
- B. Landlord will try to give Tenant reasonable notice of visits (i.e. the day before,) and reason for the visit. In cases of emergency or obvious lease violations, Landlord may enter Property without notice.

16. **SECURITY DEPOSIT**

- A. The security deposit is a guarantee upon Tenant for full performance and compliance of all terms and conditions of this lease agreement. Landlord reserves the right to increase the amount of the security deposit for any extended term of this lease agreement, limited by the amount of an increase in rent. After five years, the security deposit cannot be raised, even if the rent is raised.
- B. Landlord **can use** the security deposit to pay for: unpaid rent and/or charges or utility bills due and payable by Tenant; repairs or cleaning of unit, property, and/or appliances required beyond normal wear and tear caused by Tenant or Tenant's family, guests, or employees; & disposal of rubbish/abandoned belongings.
- C. When Tenant moves from the Property **Tenant will return all keys and give Landlord written notice of Tenant's mailing address** where Landlord can return the security deposit.
- D. Landlord will prepare a list of charges for damages and unpaid rents. Landlord may deduct these

charges from the security deposit. Landlord must return security deposit (minus any charges to Tenant) within 30 days.

E. Tenant shall not apply security deposit, in whole or in part, for any monthly rental installment.

17. **POSSESSION**

- A. Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can
 - 1. change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available:
 - OR**
 - 2. end the Lease and have all money already paid as rent or security deposit returned.

18. **RENT INCREASES**

- A. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.

19. **PETS (select section)**

- A. **Pet Agreement is attached to this lease as an Addendum, and is considered to be a part of this Lease Agreement.** The Agreement applies only to the pet(s) described by this Agreement. If other pets are found residing at the property, that shall be considered a breach of this Lease Agreement. Any other violations of the Pet Agreement shall be considered a breach of this Lease Agreement.

OR

19. **PETS PROHIBITED**

- A. Tenant will not keep any pets on any part of the Property without Landlord's written permission. If pets are discovered living at the property, this is a breach of the lease and cause for eviction. Additionally,
- B. Tenants are responsible for any cost of de-fleaing, deodorizing, and/or shampooing necessary to clean the apartment and/or to protect current or future Tenant(s) from possible health hazards.
- C. Injuries: Tenant(s) shall be strictly liable for the entire amount of any injury to any person or property caused by any animal they allow on the property, and shall indemnify Landlord for all costs of litigation and attorney's fees resulting from same.
- D. **IF** the Landlord decides *not* to end the lease, an additional damage deposit of \$300.00 shall be due immediately. \$100.00 per month additional rent shall be due for each following month thereafter until end of lease term, or until the pet is removed permanently from the property. Failure to pay this additional rent according to any terms agreed to in writing is a breach of this lease and cause for eviction.

20. **SMOKE DETECTORS**

- A. Tenant will test (monthly) any smoke detectors on the Property; and are responsible to replace discharged batteries to maintain proper functioning of the device. Tenant may be fined by the landlord or the Borough Code Enforcement Dept. if batteries are found missing from detector, or if detectors are removed. Fines: \$50.00 to \$100.00 per detector.
- B. Tenant will notify Agent or Landlord of any non-functional smoke detector(s).
- C. Tenant may be held responsible to pay for any damage to property or injury resulting from Tenant's failure to maintain smoke detectors.

21. **FIRE OR OTHER DAMAGE**

- A. If the Property is accidentally damaged (fire, flood, etc.)
 - 1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired: if the law does not allow Tenant to live on the Property, then this Lease is ended: OR
 - 2. If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.
- B. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
- C. Tenant agrees to move out peacefully when Lease is ended.

22. **AFTER NOTICE TO END LEASE**

- A. After Tenant or Landlord has given written notice to end this Lease, Landlord may show Property to possible tenants.
- B. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative. or unless they have written permission from the Landlord.
- C. Tenant agrees to move out peacefully when Lease is ended.

23. **IF TENANT BREAKS LEASE:**

- A. **Tenant breaks this Lease if:**
 - 1. Tenant does not pay rent or other charges.
 - 2. Tenant leaves Property permanently before the end of this Lease.
 - 3. Tenant does not move out when supposed to.
 - 4. Tenant fails to do anything Tenant agreed to in this Lease.
 - 5. Tenant commits three or more breaches of this lease in any six month period. In that event, landlord may terminate this lease and recover possession of the premises upon service to tenant of 30 days notice. This remedy shall be in addition to any other remedy for breach of lease granted landlord by law or elsewhere in this lease.
- B. **Non-Payment of rent:** If Tenant breaks Lease by not paying rent or other charges, Landlord will serve on Tenant a five (5) day **NOTICE TO QUIT or EVICTION NOTICE**. The Notice shall be given to the Tenant, posted on the Rental Unit, or otherwise served as allowed by law. This means that if Tenant has not paid all charges due or moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit for the rent and/ or to evict the Tenant. Landlord cannot file the Complaint if Tenant pays the rent or other charges in full within the five (5) days.
- C. **Reporting of Past Rent Owed:** Tenant is aware that Landlord may report any past rent, damages, utilities or other costs owed by tenant to a credit reporting or collection agency. Tenant understands this reporting could affect his or her ability to obtain credit or future housing.
- D. **If Tenant Breaks Lease for Any Other Reason:** If Tenant, Tenant's family or guests violate (break) this Lease, the Tenant gives up the right to receive an **NOTICE TO QUIT or EVICTION notice**. This means that the Landlord may file a complaint in Court to remove Tenant, Tenant's family and guests **without first telling the Tenant**.
Landlord may sue: 1.) To collect past due rent, late charges and any other money owed; 2.) To remove the Tenant and all others from the Rental Unit; 3.) To collect for all damages to the Rental Unit, including withholding Tenant's wages for damages; 4.) To collect for unpaid rent until the Lease Ending Date or until another person rents the Rental Unit; 5.) to collect all costs and expenses caused because Tenant violated (broke) this Lease, including:
a.) utilities otherwise payable by Tenant; b.) advertising; c.) attorney's fees; d.) court costs; e.) reasonable fee to Landlord: i.) to show the rental unit to new tenants, ii.) to review and approve any new Tenant, and iii.) to prepare a new lease.
- E. The Landlord may keep and apply Security Deposit toward rent or any other charges.

TENANT IS WAIVING OR GIVING UP RIGHTS TO LONGER NOTICES TO CORRECT PROBLEMS AND/OR TO MOVE OUT.

24. **PERSONAL BELONGINGS OF TENANT**

- A. If it reasonably appears during the Lease Term that Tenant permanently left the Rental Unit, Landlord can dispose of any of Tenant's belongings left behind. IN that case, Landlord is not responsible for the value of such belongings.
- B. If Tenant is in jail, or in a mental health unit, and fails to make arrangements with Landlord to remove their belongings, Landlord can dispose of their belongings left in the Rental Unit. In that case, Landlord is not responsible for the value of such belongings.
- C. Any personal property or belongings left in the Rental Unit after the Lease Ending Date can be disposed of by Landlord. In that case, Landlord is not responsible for the value of such belongings.
- D. Tenant agrees that all personal goods placed in or on the Rental Unit belong to the Tenant. Tenant will protect Landlord against any claims made by other people regarding any such personal goods.

25. **SALE OF PROPERTY**

- A. If Property is sold, on the date of settlement, Landlord will give Tenant in writing:
 - 1. The name, address, and phone number of the new landlord.
 - 2. Where rent is to be paid.
 - 3. Notice that the security deposit has been given to the new landlord, who will be responsible for it.
- B. Tenant agrees that Landlord may transfer Tenant's money and advanced rent to the new landlord.
- C. Tenant understands that Landlord will have no duties regarding this Lease after the Property has been sold.
- D. Landlord agrees to require any new landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.

26. **IF GOVERNMENT TAKES PROPERTY**

- A. The government or other public authority can take private property for public use. The taking is called condemnation or right of eminent domain
- B. If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advance rent.
- C. No money paid to Landlord for the condemnation of the Property will belong to Tenant.

27. **SUBLEASING AND TRANSFER**

- A. Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
- B. Tenant may not sublease or assign this Lease to another person without Landlord's written permission.
- C. If Tenant needs to terminate the lease agreement before the end date, **Tenant's security deposit will be retained** to cover the costs of sublease or assignment, and for any other associated costs incurred by us. We may insist on rent, security deposit, or leasing fee being paid before approving the sublease or assignment. The Owner reserves the right to approve or disapprove your replacement; to set the standards for approval; or to find a replacement for you. Any additional cleaning or damage repair costs after move-out shall be invoiced to tenant and due within 10 days of invoicing..

28. **INSURANCE AND RELEASE**

Tenant understands that:

- A. Owners have obtained insurance to cover fire damage to the dwelling and liability insurance to cover certain personal injuries occurring as a result of property defects or Owner's negligence.
- B. **Owner's insurance does not cover Tenant's personal property** for damage caused by fire, theft, rain, war, Acts of God, or any other cause, nor shall Owners be held liable for such losses.
Tenants are advised to obtain their own insurance policy to cover any personal losses.
- C. Tenants agree that they will do nothing to the premises nor keep anything on the premises which could result in an increase in the Owner's insurance policy or endanger the premises, nor will they allow anyone else to do so.

29. **ADDENDA AND ATTACHMENTS TO LEASE**

All addenda and attachments to this Lease are considered to be part of this Lease and are incorporated herein by reference.

30. **NOTICES**

- A. Landlord agrees to send all notices to Tenant in writing by regular mail, certified mail, or deliver in person. If Tenant is not home, Landlord or Landlord's representative will place the notice on the leased property in an easy to see location.
- B. Tenant agrees to send all notices to Owner or Landlord/Agent for Owner in writing by certified mail, return receipt requested; to the address as shown on page 1 of this lease. This is the only form of notice permitted in a court hearing as evidence of notice given.

31. **ENTIRE AGREEMENT**

- A. This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made

before are a part of this Lease unless they are included in this Lease.

B. THIS AGREEMENT CAN ONLY BE MODIFIED IN WRITING.

32. SEVERABILITY

If any portion of this contract is found to be unlawful, contrary to public policy, or unenforceable, then the remainder hereof shall continue in full force and effect.

NOTICE BEFORE SIGNING:

THIS LEASE IS A LEGAL CONTRACT. TENANT AGREES HE/SHE HAD SUFFICIENT TIME TO REVIEW THIS LEASE PRIOR TO SIGNING. IF LEASE TERMS ARE NOT UNDERSTOOD OR IF TENANT HAS LEGAL QUESTIONS, TENANT IS ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING THIS LEASE.

TENANT _____ DATE _____

Phone: _____ email: _____

TENANT _____ DATE _____

Phone: _____ email: _____

LANDLORD: OAK GROVE REALTY, Agent for Owner

Received by: _____ DATE _____

Broker of Record: Kari DeStefano _____

Oak Grove Realty
1128 Philadelphia St.
Indiana PA 15701

Phone: 724-471-1234
FAX: 724-471-1237

Tenant initials: _____, _____

Landlord initials: _____

Addendum #1

I. MOLD PREVENTION RESPONSIBILITIES

The presence of Mold can create health ailments and/or hazards for you or other occupants or guests visiting the leased premises.

Residents have responsibilities for preventing mold growth in the property, and cannot create or ignore conditions that can lead to mold growth. Resident agrees to the following terms:

- 1.) Resident is responsible to report (in writing) any water leaks to the manager.
- 2.) Resident is responsible to remove any excess or accumulation of moisture which mold needs to grow. Tenant will not allow any standing water to remain present in the interior of the premises. Tenant must report any standing water in common areas (if applicable.)
- 3.) Resident is responsible for keeping property clean and free of food sources which allow mold to grow.
- 4.) Resident is responsible for keeping the humidity and climate in the leased property at reasonable levels. Resident is responsible to report the malfunction of any heating, air-conditioning, or ventilation system that can affect the humidity levels.
- 5.) Resident is responsible for removal of mold growth on surfaces on the interior of the property. The owner or manager reserves the right and the option to hire contractors to remove such mold growth and the resident will be billed for the expense.
- 6.) Resident is responsible for reporting in writing any mold growth on the premises that they are not able to clean or remove.

II. RULES AND REGULATIONS

A. ****PROHIBITED:****

NO Indoor use of alternate heating sources such as kerosene heaters or space heaters;

NO SMOKING INDOORS; NO burning of candles. If smoking or candles dirty the wall surfaces, Tenants can be held responsible for cost of washing walls or repainting.

No indoor use of charcoal or gas grills; or use upon any wood deck, porch, or balcony. When in use, grills shall be at least 10 feet away from the building. This also applies to chimineas. Party "torches" are prohibited.

- B. ****Tenant will mop up any spillage or water events promptly and shall be responsible for any damage resulting to the floor, the ceiling below, and all other property. Act to protect your own possessions during accidents, breakdowns, and natural disasters. Owner's insurance does not cover tenants' personal property.**
- D. Tenants will be jointly responsible for all public areas of the building and all Tenants will be jointly held responsible for any and all **damages to common areas** unless the responsible Tenant provides a written acceptance of responsibility.
- E. Tenant shall **vacate the premises by the expiration date of this Lease** unless renewed or extended in writing. In the event the Tenant shall remain on the premises past the expiration date without prior written consent of the Landlord, the Tenant agrees to pay Twenty-Five Dollars (\$25.00) per day for each day of occupancy past the expiration date.
- F. ****Tenant agrees not to do any painting(without written consent); tamper with wiring, water or heating service; to not in any way deface walls, doors, etc. with nails, tacks, tape, darts, adhesive hanging devices, etc.** Any property damaged or altered shall be completely restored to original or better condition, or the cost of doing so will be charged to the tenant.
- G. All lamps shall have functioning bulbs when tenant takes occupancy. **Tenants are responsible for replacement of light bulbs and alarm batteries during their lease term. Removing or disabling of smoke alarms may incur a \$50 fine per unit.**
- H. It is tenant responsibility to set traps and/or poison baits for **mice and ants** entering living areas. Landlord is responsible for treatment of basements, foundations, and areas not accessible to Tenants; and to inspect for and deal with related sanitary conditions or structural issues. Tenants are responsible to keep property clean.
- I. Discharged **fire extinguishers** will be recharged or replaced immediately at Tenant's expense.
- J. Tenant shall not turn the **thermostat** in leased premises below 55 degrees at any time.
- K. There will be a charge of **\$15.00 for any replacement key** requested or if Tenant returns to Landlord any keys other than keys issued by Landlord.
- L. **If Tenant loses his keys** or is locked out of his unit, and the Landlord is called to help the Tenant get into the leased property, Tenant will be charged a lock-out fee: minimum \$15.00. Evening, weekend, and holiday charges can range up to \$125.00.
- M. ****Charges for excess water usage due** to leaking faucets or running toilet not reported to the landlord for repair shall be paid by the tenant. Previous month's average water bills shall be used as a basis for determination of charges.
- N. ****Garbage and recycling will be disposed of on a weekly basis.** Any accumulation of garbage or rubbish remaining

Tenant initials: _____, _____

Landlord initials: _____

past pickup day, the landlord may have cleaned up at tenant cost; minimum fee \$25.00; up to \$20 per bag or bin. Tenants are responsible for replacement of any provided trash cans or recycling bins that are lost or damaged. Tenants are responsible to keep litter and cigarette butts cleaned up around property, or will be charged for cost of clean-up.

- O. **Unit shall be occupied only by persons listed as occupants on lease.** Any other person/s found to be residing in rental unit, without a written agreement from the Landlord, shall be a breach of the terms and conditions, and a forfeiture, of this lease agreement. Landlord may end this lease agreement, by notice, in writing, and Tenants may have no further right to possession of rental unit.
- P. Tenant agrees to provide Landlord with **current phone numbers and email address** and will tell Landlord of any change in this contact information.
- Q. Any **plumbing services, cleaning and repairs** required due to clogging of toilets or drains caused by Tenant's personal property, sanitary napkins/tampons, or other inappropriate objects will be paid by Tenant.
- R. **If walls are damaged by** smoking or use of candles, Tenants are responsible for costs of cleaning or repainting.
- S. **Illegal Activity:** At Landlord's option, this lease may be terminated if Tenant or Tenant's guests are found by anyone to be storing, using, selling, manufacturing, or distributing illegal materials, or participating in illegal activities under State or Federal Law.
- U. **AS PER JOINT AND SEVERAL AGREEMENT**, see page 1: If any Tenant needs to leave the leased property for any reason including but not limited to: serious illness, family tragedy; reserve status obligations to military service; all tenants and guarantors understand that they are mutually responsible to see that all rent due for the term of this lease is paid in full and on time according to agreement.

**BREACH of starred **RULES may carry additional fines and further actions:
1st offense: \$100; 2nd offense: \$200 AND possible eviction proceedings.**