

LEASE AGREEMENT – sample that is customized by address

This is a legally binding document. READ IT CAREFULLY. Do not sign it until each tenant understands all of its terms. Every effort has been made to make this lease easy to read and understand. If you do not understand any part of this Lease, please ask Landlord for a written explanation before signing the Lease.

Consumer notice: Oak Grove Realty and all of its agents hereby state that with respect to the property described in this lease, we are acting as a direct agent of the Owner/Landlord pursuant to a property management or exclusive leasing agreement

IT IS UNDERSTOOD AND AGREED THAT EACH TENANT AND THEIR GUARANTOR(S) SHALL BE JOINTLY RESPONSIBLE FOR THE TENANT'S INDIVIDUAL RENT DUE. HOWEVER, ALL TENANTS AND THEIR GUARANTORS SHALL BE JOINTLY AND SEVERALLY OBLIGATED TO ANY OTHER CHARGES DUE. These obligations are due from the tenants; their guarantors, heirs, distributees, 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 and Guarantors together for any breach of the terms and conditions of this lease agreement.

LEASE INFORMATION FOR _____ Indiana, PA 15701 Date: _____

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**

TENANT(S):

Name: _____ Name: _____

OCCUPANCY ALLOWANCE: Maximum number of occupants for this unit is: _____ OR the number of tenant signatures on this lease if that number is less than the maximum entered above.

LEASE TERM -- 2 SEMESTERS FALL 2018 - SPRING 2019

Starting Date: This Lease starts on the Thursday before IUP classes start: **in August 2018**

Ending Date: This Lease ends on the day following IUP commencement: **In May 2019**

Includes Christmas break (between Fall & Spring semesters)

Does NOT include Christmas break

(Note: if tenants pay utilities, Break is included)

SECURITY DEPOSIT: \$300.00 PER TENANT
MATTRESS PROTECTION CHARGE: \$50.00
TOTAL PER TENANT DUE at lease signing: \$350.00
(for renewals, no additional deposit due)

*if 1 tenant, total due \$450.00

RENT:

Each of ___ tenant(s) listed above agrees to pay
\$ _____ PER SEMESTER FOR 2 SEMESTERS

To be paid in FOUR equal installments of \$(1/2 sem.)

TOTAL RENT DUE FOR THIS LEASE: \$ total all tenants, all rent for full term

DUE DATES: PREFERRED PLAN

JUNE 1, 2018; AUGUST 1, 2018 SEPT. 1, 2018;

OCT. 1, 2018

Please see Rent Payment Plan Commitment form at end of this lease to review other Payment Plan Options.

Any other payment plan and due dates must be agreed to in writing. Any alternate payment agreements shall be considered a part of this lease. Any individual tenant's failure to abide by their agreement shall cause acceleration of their rent due dates to the "Preferred Plan" (see preceding paragraph); and shall be considered a breach of the whole of this lease agreement (see p.5, par.22)

UTILITIES: customized by address

LANDLORD PAYS FOR:

GAS, ELECTRIC, WATER
SEWAGE/RECYCLING/TRASH

TENANT PAYS FOR:

GAS, ELECTRIC, WATER
CABLE; PHONE

PARKING: Limited spaces available at \$ _____ per lease term.

RENTS AND OTHER PAYMENTS ARE PAYABLE TO:

Oak Grove Realty (some apts. are payable to Landlord)
1128 Philadelphia St
Indiana, PA 15701

1. PAYMENT: 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 using a check or money order;

or at any future address specified by the Landlord. If mailed, the postmark date is considered the date of payment. Payment can also be made through your Tenant portal via e-check at no fee. Credit/debit card payments (Visa, MasterCard) are accepted online only and will carry additional fees. No additional invoices or reminders are provided. Rent shall be considered in default if not paid on or before the agreed upon due dates. **(Some landlords do not offer the online payment option.)**

2. LATE PAYMENTS: If we receive and accept your payments after agreed-upon due dates, 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 in collecting late payments and any incidental costs arising from that. 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.

3. BAD CHECKS: Tenant agrees to pay, as additional rent, a fee of thirty-five dollars (\$35.00) for any check that is not honored by the bank. Landlord reserves the right to require future rent payments in the form of a money order, certified check, or credit card.

Late-payment additional rent charges or bad check charge shall be due immediately upon submission of itemization of such charges. Failure to pay same within 10 days shall be considered a breach of this lease agreement.

4. TENANT IS REQUIRED TO PROVIDE:

- A. **Security deposits** shall be paid at time of signing lease. Deposits shall remain in a bank escrow account throughout the lease term.
- B. **A completed Guarantor's Agreement is required for each Tenant in order to complete this Lease Agreement (unless Tenant has been qualified through the residential leasing process, or accepted by other guarantors).** *****
- C. **TIME IS OF THE ESSENCE: Within 10 days of lease signing**, if any Tenant's security deposit or Guarantee are not received by the Landlord/Agent, (unless another due date has been agreed to in writing) **the Landlord may exercise the option of determining this lease to be invalid.** In this event, all signers will be notified that the lease has not been completed, is not considered to be valid, and the Landlord is under no legal obligation to honor it. However, should the Landlord not chose to exercise this option, the lease remains in effect and all amounts remain due.

5. USE OF PROPERTY

- A. Tenant will use Property as a residence only.
- B. Only those tenants named on this lease are permitted to live at the property. If any person not listed in this lease lives on the property for more than three (3) days in any lease month, and we decide not to end the lease, Tenants agree to pay additional rent of \$300.00 due immediately. If permissible according to Occupancy limitations, the Landlord may agree to add the person to the lease. Tenants agree they will be jointly responsible for the additional rent charge of \$300.00. Rates for additional Tenant will be calculated and billing will be adjusted as necessary for this change.
- C. **SCHOOL BREAKS:** You must notify us in advance if you wish to stay during Christmas break as we do enter to inspect apartments during this period. If utilities are included in the

rent, additional rent will be due in advance to occupy the apartment for this time period.

6. UTILITIES

- A. **Tenant agrees to pay the costs for utilities and other services which are Tenant's responsibility as shown on PAGE 1 of this lease.** Tenants are responsible to make all prior arrangements to have the utility accounts set up and turned on for their move-in date. You should call at least two weeks in advance to ensure service at move-in.

Electric	First Energy	1-800-545-7741
Gas	Dominion Peoples	1-800-764-0111
Water	PAWC	1-800-474-7292
Cable/Internet	Comcast	1-800-266-2278

- B. **In properties where heat is included, Tenant may or may not have control of the thermostat.** If Tenant can control the heat, Tenant will keep the rental unit heated at all times during the heating season. If tenant fails to do so, Tenant will pay for any damages which occur as a result.
- C. **In properties with any or all utilities included, Tenants are responsible to conserve usage.** Tampering with a locked thermostat cover or turning the thermostat above 72 degrees will cost the Tenants \$100.00 per occurrence. **Windows and doors must be kept closed during the heating season.** Landlord may enter without notice to close doors or windows or to remove AC units from windows during the heating season, for which Tenants will be charged a minimum \$25.00 service fee. Tenants are required to report leaks/running faucets/toilets as soon as discovered, or are liable for charges for overconsumption to be determined by the Landlord.
- D. **If the tenant chooses to install a window air conditioner and the owner is paying electric, rent will be increased by \$50.00 per month for the time frame that the unit is installed.** Installation must be approved by the owner or Oak Grove Realty, and removed by October 30th.

7. PARKING

- A. **Parking spaces are available on a first come, first served basis.** Any vehicles parked in areas other than the spaces designated for you, or vehicles parked without necessary permits displayed as directed, will be towed away at the vehicle owner's expense.
- B. **The borough may fine vehicles if parked on grassy areas, over sidewalks, or anywhere other than designated parking areas.** We have no control over these fines. Please be sure to park in designated areas only and with proper authorization (parking tag).
- C. **Do not park other cars in.** When parking in our lots, please have consideration for other tenants. If there is no other parking available and there are unauthorized cars in the lot, please check with other apartments before calling Buggy's and having the unauthorized cars towed. If you are parked in, please contact your neighbors and ask them to move their car. If you are unable to reach them, contact us with the vehicle information and parking tag number and we will try to contact them as well.
- D. Parking areas are maintained to our standards, not to yours. **We do not guarantee snow removal.** Tenants must provide their own snow shovel. While parking on our property you

are parking at your own risk. We are not responsible for your vehicle or any other vehicle while it is on our property.

- E. 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. Vehicle may be towed if Tenant fails to comply.

THE PROPERTY YOU ARE LEASING: (Sections 8, 9, 10, 11)

8. Condition of the Property

- A. Tenant agrees that Tenant has personally inspected the Rental Unit and finds it in acceptable 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.
- B. The tenant is expected to leave the apartment in the same condition of cleanliness and repair as when accepted. Any costs incurred by the landlord to return the apartment to this condition after tenants vacate will be charged to the tenants.
- C. Carpets will be professionally cleaned before your move-in by steam-extraction method. Tenants are responsible for the cost of the same standard of professional carpet cleaning after the lease term is over.

9. Changes to the Property

- A. Tenant understands that landlord will make no additions, or changes to the property except for repairs and maintenance as deemed necessary by landlord to maintain or improve property.
- B. The only things you may take with you when you move out are your furniture and anything you installed, which can be removed without damaging the property.
- C. **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 that 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 rent. It is up to the local fire authorities to decide if you can live there. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
- D. **Damage to the Property by Tenants or their guests** - Invoices issued to tenants for repair of damages, shall be due as additional rent within 10 days of receipt of invoice. Invoices not paid within the 10 days, will be subject to late fees as outlined on page 2 of this lease. **Additionally, if costs of repairs are not paid in full within 10 days and depending on the level of damage, Tenants may face eviction proceedings for destruction of property.**

10. Furniture Provided

- A. One (1) bed and one (1) dresser will be provided for each person named on the lease. We will also furnish a couch or loveseat as appropriate. *Kitchen table and chairs are not Guaranteed, they will be provided according to the unit

layout and landlord discretion. The furniture that we provide is often used furnishings in good condition. You accept the furniture AS IS. We will not remove furnishings from the apartment other than beds at tenant request. At some locations beds will not be removed-see furniture agreement for details. If you wish to bring your own furniture it will be in addition to the furniture provided.

- B. You must provide your **Furniture Request Form** by the notified deadline to indicate if you want your bed removed. Late requests will incur charges for moving and storage. Landlord may choose to store unused furnishings on the premises.
- C. **Tenants will be charged replacement costs** associated with removal of, or damage to, owner furnishings. No interior furniture is ever allowed outside (this includes porches)
- D. No provided furnishings may be moved to or stored in basements or other inappropriate area. Tenants will be charged for replacement of damaged furnishings.

11. Responsibility for other features of the Property

Appliances - We provide a refrigerator & stove (gas or electric) of our choice. If there is a dishwasher installed in the apartment and it is damaged or needs to be repaired for any reason, it is our option whether to repair it, not to repair it, or to eliminate it.

Laundry machines - If your building has laundry machines, we are not responsible for lost money or damaged clothes. If the machines are damaged or vandalized by you or anyone else, we may choose either to repair or to remove them. Tenants understand that if washers/dryers are installed in the basement, and Tenants violate the lease by having "Open House" parties and/or keg parties in the basement, access to the basement may be disallowed, which shall include access to these appliances.

Blinds, Drapery, and Screens - Some windows may have blinds and/or screens. If not there, it is your option to provide your own. You are responsible for cost of replacement of screens and blinds that were present at your move-in according to the Condition Report and supporting video. Adjustable screens may be used if there are no screens. No screens may be nailed or screwed to the window or window frame.

Cable/Internet, Satellite, or Telephone - We are not responsible for any installation or maintenance of any phone or cable lines, hook ups, jacks, etc.

Security - Before you sign the lease, check to see if you're satisfied with the level of security provided at the property. Any additional security measures will be at your expense and our approval.

Plumbing - Landlord will maintain plumbing and drains. Within two (2) days after moving in you must notify us of any slow drains or plumbing problems. In the event that a drain or commode is later found to be clogged by inappropriate objects, you will be responsible for the cost of opening the drain or sewer line, and repairing any damage done by overflowing.

Public/common areas - Tenants of a unit will be jointly responsible for all common areas. Tenants in a multi-unit building will be jointly responsible for any common/public areas of the building, including garbage storage areas outside the building.

Dumpsters - If a dumpster is provided for use by your apartment, Tenants are responsible to place garbage inside the dumpster. Use by non-tenants is prohibited, and subject to citation and/or legal prosecution.

Fireplace: Fireplaces are for decorative purposes only. Tenants are not allowed to have fires inside of the home, including use of candles.

12. RULES AND REGULATIONS

The House Rules & Regulations for the Property are attached, and are part of the terms and conditions of this Lease. The Tenant acknowledges that such rules are subject to change as Landlord deems necessary for the safety and comfort of all the occupants of the building and for the protection and operation of the premises. Tenant agrees to abide by the rules. Failure to comply shall be considered a breach of this Lease Agreement.

13. TENANT'S CARE OF PROPERTY: Tenant, Tenant's family and guest agree to obey all laws and Rules that apply to Tenant.

TENANTS WILL:

- A. **Keep the Property clean and safe.** Carpets should be vacuumed regularly. Tenants are required to provide a vacuum.
- B. Get rid of all trash, garbage and any other waste materials on a weekly basis as required by Landlord and the law to avoid citations. Garbage and recycling accumulating over a week's time may be removed by the Landlord at the Tenant's expense.
The Owner reserves the right to have the premises cleaned at the tenant's expense if deemed necessary to protect the value of the property.
- C. Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property, including any elevators.
- D. **Maintenance/repair requests must be reported in writing/on-line BY TENANTS ONLY via the Tenant portal.** Emergency situations should be called in repeatedly until you speak directly to an Agent AND also report the request in writing. Landlord does not have to repair any damage caused by Tenant's willful, careless, or unreasonable behavior. Tenant will pay to repair any damage to the Property, or to repair or replace any item in or on the Property that Tenant or Tenant's guest cause through a lack of care.
- E. **Tenants are responsible to keep snow and ice removed from walkways.**

TENANT(S) WILL NOT:

- A. Keep any flammable materials on the Property.
- B. Willfully destroy or deface any part of the Property.
- C. Disturb the peace and quiet of other tenants or neighbors.
- D. Make changes to the property, such as painting, remodeling, changing the locks, without the written permission of Landlord. Tenant understands that any changes or improvement will belong to the Landlord.
- E. Install or use portable heating units or air conditioners without Landlord's written permission.
- F. Use the fire escape for any other purpose than escape in case of emergency. Fire escapes MUST be kept clear of any form of obstruction.
- G. Install or allow installation of satellite dish on roof or any part of their dwelling. Tenants must obtain owner or Oak Grove Realty written permission before installing satellite dish in yard.

H. **TENANT WILL NOT ALLOW ANY PETS ON ANY PART OF THE PROPERTY without Landlord's written permission. If a pet (or evidence thereof) is discovered at the property, this is a breach of lease and cause for eviction proceedings.**

Additionally:

1. **Tenants will be charged an additional damage deposit of \$500.00 + \$250.00 non-refundable deposit and additional rent of \$200.00, due immediately. The pet must also be removed immediately and permanently.**
2. IF the Landlord decides not to end the lease, AND, IF the pet is allowed to remain, an additional damage deposit of \$500.00 (five hundred dollars) + \$250.00 non-refundable deposit AND additional rent of \$200.00 (two hundred dollars) 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.
- 3 Tenants are responsible for any cost of de-fleeing, deodorizing, and/or shampooing necessary to clean the apartment and/or to protect current or future Tenant(s) from possible health hazards.
4. 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.
- I. POSSESSION OR USE OF ANY TYPE OF FIREARM IN OR ON THE PROPERTY, BY TENANT OR THEIR GUESTS, IS STRICTLY PROHIBITED.

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 system, electrical ventilation, plumbing, drainage, heating, water heating.
- D. Landlord will take measures to keep multi-unit Properties reasonably free of pests, rodents and insects. The tenant is required to dispose of garbage weekly.
- E. Landlord will supply utilities and services as listed under "Utilities and Services" of this Lease, unless the service is interrupted by circumstances beyond the Landlord's control.
- F. Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant complains to a government agency or to Landlord about a building or housing code violation, organizes or joins a Tenant's organization, or uses Tenant's legal rights in a lawful manner.

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, or show the Property to prospective buyers or tenants.

- B. Landlord will make reasonable efforts to give Tenant advance notice and reason for the visit. No notice is necessary in case of emergency, or obvious lease violations such as the presence of a beer keg; dogs, cats, or other animals; or disorderly or destructive behavior of tenants or guests.
- C. When leaving Property, if no tenants are at home, Landlord or representatives, including maintenance personnel will lock entry doors to maintain security. Tenants are responsible to carry their entry key. If Tenants is locked out by this security policy, and requires assistance to re-enter, Tenant will be charged the lock-out fees as outlined in Addendum #1.
- D. For protection and maintenance of the Property, the Landlord hereby provides **Notice to Tenants** that maintenance/repair visits will take place during the "Christmas break" between Fall and Spring semesters at IUP; or may occur during any other school break or time period wherein student Tenants may be expected to be absent from the property for more than 3 successive days. Any damages and necessary repairs found which are the responsibility of the Tenant(s) will be assessed and Guarantors may be informed regarding any reparations and/or charges due from any or the entire leasing group.

16. SECURITY DEPOSIT

- A. 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.
- B. When Tenant moves from the Property Tenant will **return all keys and parking permits at time of move out. If the keys are not returned, the cost of new locks shall be the responsibility of the Tenant who does not return their keys, and this shall be taken out of their security deposit. Standard parking permits not returned at time of move out will be subject to a \$15.00 fee. Borough permits not returned at time of move out will incur the \$50.00 deposit fee as outlined in this lease.**
- C. 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.
- D. Tenant shall not apply security deposit, in whole or in part, for any monthly rental installment or other charges due.

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, the starting date of the Lease will be changed to the day when Property is available. Tenant will be refunded a pro-rated portion of their rent for the days they are unable to possess the premises.
- C. If property is available, and Tenants receive Landlord's permission to move in early, the daily rental rate is \$15.00 per person per day, to be paid in advance. There must be a minimum of 50% occupancy for moving in early, or the equivalent in rent paid, for permission to be granted.
- D. **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.

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

19. SMOKE DETECTORS & CO ALARMS

- A. Smoke detectors and CO alarms will be tested and functional at move-in. Tenants are thereafter responsible to maintain detectors/alarms in their unit during their lease term.
- B. Tenant will notify Agent or Landlord of any broken detector/alarm(s).
- C. Tenant will pay for any damage to property if Tenant fails to maintain detectors/alarms.
- D. Removal of detectors/alarms or their batteries can result in fines **up to \$50.00 per each device** and/or citations from the Code Enforcement Dept.

20. COMMUNICATION

- A. **Landlord uses email for communication.** It is Tenant's responsibility to regularly check email.
- B. **Landlord will only communicate with Tenants. Tenants have signed the lease and are therefore responsible for any and all communications concerning their rental unit.** Questions and concerns must be put in writing. A written response from the Landlord will be supplied during office hours as soon as all information can be collected to provide a complete response.

21. 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. Tenant does not have to allow possible tenants to enter unless they are with the Landlord, Landlord's representative, or unless they have written permission from the Landlord.
- B. Landlord may put up For Sale or For Rent signs on or near Property.
- C. Tenant agrees to move out peacefully when Lease is ended.

22. IF TENANT BREAKS LEASE:

Tenant breaks this Lease if:

- A. Tenant does not pay rent or other charges.
- B. Tenant leaves Property permanently before the end of this Lease.
- C. Tenant does not move out when supposed to.
- D. Tenant fails to do anything Tenant agreed to in this Lease.
- E. **Non-Payment of rent:** If Tenant breaks Lease by not paying rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. **Tenant (s) agree that a written notice of FIVE DAYS is sufficient.** This means that if Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant(s).

TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.

If Tenant Breaks Lease for Any Reason, Landlord may:

- A. Get back possession of the Property by going to court to evict Tenant.
- B. File a lawsuit against Tenant
 - 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; f) collection costs; g) administrative fees.
- C. Keep Tenant's Security Deposit.
- D. 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.

23. PERSONAL BELONGINGS OF TENANT

- A. If it reasonably appears during the Lease Term that Tenant has permanently left the Rental Unit, Landlord can throw out 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 throw out 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 without written agreement can be thrown out by Landlord. 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.

24. 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.

25. IF GOVERNMENT TAKES PROPERTY

- A. The government or other public authority can take private property for public use. The taking is called condemnation.
- 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.

26. SUBLEASING AND TRANSFER

- A. Landlord may transfer this Lease to another landlord. Tenant understands 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. **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.
- C. **Tenant understands that Tenant remains responsible for the total amount of rent due unless and until a replacement Tenant (Sub-Tenant) has covered this obligation in full.**

27. CHANGES TO LEASE AGREEMENT or SPECIAL SERVICES REQUESTED BY TENANTS

- A. Lease extensions are subject to a \$25.00 service charge.
- B. Adding a Tenant to this Lease Agreement (if Occupancy Allowance permits) is subject to a \$100.00 service fee.
- C. Other special requests by Tenants requiring Managers' services shall be charged a minimum \$25.00 service charge.

28. INSURANCE AND RELEASE

Tenant understands that:

- A. **LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PERSONAL POSSESSIONS, OR GUESTS** for damage caused by fire, theft, rain, war, Acts of God, or any other cause, nor shall Landlord be held liable for such losses.
****Landlord STRONGLY RECOMMENDS that Tenants obtain a renters insurance policy to cover any personal losses and liability.**
- B. 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.
- C. Tenant is responsible for any loss to Landlord that Tenant, Tenant's family or guests cause.

29. 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 Landlord in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.

30. 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.

- 1.) House Rules and Regulations
- 2.) Lead Warning Statement, Mold Prevention Responsibilities, Mattress Protection Policy
- 3.) Cleaning and Repairs - Minimum charge list

31. ENTIRE AGREEMENT

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.

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 LEGALLY BINDING CONTRACT. IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO TALK TO A LAWYER BEFORE SIGNING THIS LEASE.

BY SIGNING BELOW, EACH OF US AGREES THAT WE HAVE READ THIS LEASE, UNDERSTAND IT, AND AGREE TO BE JOINTLY AND INDIVIDUALLY LEGALLY BOUND BY IT, with the exception of the individual rent responsibilities.

*****TENANT SIGNATURE(S) ON THIS LEASE SERVES AS THEIR CONFIRMATION THAT THEY ARE NOT OBLIGATED TO ANY OTHER LEASE (including but not limited to a dorm lease) FOR ANY PORTION OF THIS LEASE TERM. *****

Tenant Signature: _____

Date: _____ Phone: _____

Guarantor Name and Address: (print) _____

Phone _____

Tenant Signature: _____

Date: _____ Phone: _____

Guarantor Name and Address: (print) _____

Phone _____

MANAGEMENT AGENT FOR OWNERS:

Oak Grove Realty

Broker of Record: _____

Received by: _____

Date: _____

**Oak Grove Realty
1128 Philadelphia St
Indiana PA 15701**

**Phone: 724-471-1234
Fax: 724-463-0432**

**email: oakgroveready@gmail.com
website: www.oakgroveready.net**

ADDENDUM #1 - HOUSE RULES AND REGULATIONS

A. ****PROHIBITED:**

1. ****NO BEER KEGS.** The tenants understand that kegs are prohibited. A fine of \$200 per keg per day will be charged, regardless of whether the keg is empty or full when found. Kegs are not permitted anywhere on the leased premises, including patios, porches, balconies, or lawns.
 2. ****NO "Open House Parties": defined as more than 3x the number of tenants (ie, 1 bedroom max=3 persons; 5 bdrm max=15)**
 3. ****NO SMOKING INDOORS, NO burning of candles, NO black or party lights** (strings of lights on walls or other surfaces). Tenants will be held responsible for cost of washing walls and/or repainting if any damage or cleaning is needed due to Tenant actions.
 4. ****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.
 5. ****NO Indoor use of alternate heating sources such as kerosene heaters or space heaters.**
 6. ****Noise violations** – Tenants and tenant's guests will not disturb the peace and quiet of other tenants or neighbors.
- 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.
- C. ****Tenant will not be on the roof for any purpose whatsoever.** If evidence indicates tenant has been on roof, Tenant will be charged for contractor inspection. Repair of any damages found, reasonably believed to be caused by Tenant, shall be paid to repair by Tenant.
- 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 60 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. Failure to return keys upon move-out shall incur a **\$60.00** charge.
- 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 must be handled according to provided instructions AT ALL TIMES or shall be subject to costs for clean-up AND fines.** Tenants are responsible for replacement of provided trash cans or recycling bins that are lost or damaged. Tenants are responsible to keep litter, broken glass, and cigarette butts cleaned up around property. Minimum clean-up charge: \$25; up to \$20 per bag or bin.
- 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. ****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.
- S. If bedrooms have locking devices, Tenant(s) are required to furnish **copy of key or lock combination**, upon request from Landlord or his Agent.
- T. Tenant will **NOT** install or allow installation of satellite dish on roof or any part of their dwelling. Tenants must obtain owner or Oak Grove Realty written permission before installing satellite dish in yard.
- U. **AS PER INDIVIDUAL RENT RESPONSIBILITY AGREEMENT**, see page 1: If any Tenant needs to leave the leased property for any reason, Tenants understand and agree that Oak Grove Realty has full rights to replace that Tenant.

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

ADDENDUM #2

I. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED HAZARDS 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 especially harmful to young children and pregnant women. Before renting pre-1978 housing, land-lords 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:

By signing this Lease, Landlord and Tenant certify that the information given is true to the best of their knowledge.

II. 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.

III. MATTRESS PROTECTION POLICY

In order to protect the mattresses provided by our property owners, we are requiring that all mattresses be covered by approved **mattress encasements that are moisture and bedbug-proof**. This cover shall be provided at Tenant cost, shall be the property of the Tenant, and should be taken along with Tenant possessions at lease end.

All tenants are required to provide a \$50.00 fee at lease signing that will be used by the Landlord to purchase the approved mattress covers.. **Tenants providing their own bedset are also required to purchase bedding encasements.**

If you wish to purchase your own encasement, your \$50.00 fee will be applied to your rent, after you provide proof of purchase and labeling that shows that your encasement meets our criteria.

During your lease term, any tenant found without an approved mattress encasement in place shall be charged \$50.00, due immediately as additional rent, subject to same terms. The Tenant shall be issued an encasement and is responsible to put it in place, or Landlord shall have it done at Tenant expense.

Approved vendors:

www.TallmanScientific.com
<http://royalheritagehome.com>

www.allergyguarddirect.com
www.bedbug.com

www.mattresssafe.com
www.bedbugsupply.com

ADDENDUM #3 MINIMUM CHARGE LIST

The Tenant(s), intending to be legally bound, agree that this Charge List is part of the Lease:

Cleaning:

Full apartment clean	\$200 base, plus \$30 per room
(Cleaning standard to be assessed at the sole discretion of the Property Manager)	
Carpet steam-extraction cleaning: required	\$40 per room minimum
Refrigerator or Stove/Oven	\$45 average cost
Replace drip pans	\$15
Rubbish or debris clean up	\$35 base fee, up to \$20 per bag
Removing adhesive residues from tape or poster hangers	\$10 per sticky spot
Removing double-sided tape	\$20 per spot

Damages

Handyman Services – insured professionals	\$35/hr.
Plumbing Services	\$65/hr
Repairing wall damaged by tape and/or nails	\$125 base fee
Repaint walls, average room	\$300
Cigarette burns in floor coverings	\$15 each ~ up to total replacement of carpet
Replace carpeting	Prevailing price, plus labor
Replace door and/or door frame	\$175, dep. on type of door & custom fitting
Replace doorknob or locking hasps	\$55
Replace cabinet door	\$200
Replace window pane	\$65 to \$175, depending on size and type
Replace entire window	\$350 to \$450, depending on size and type
Replace towel bars	\$50
Couch (2 nd hand)	\$250 Couches less than 5 years old @ replacement cost
Kitchen table	\$150
Kitchen chairs	\$50
Dresser	\$250
Window screens	\$65

Replacements

Lost key	\$15
Failure to return key(s) at move-out	\$60
Parking permit	\$25
Smoke alarm battery	\$10
Smoke detector	\$35
CO alarm	\$65
Light fixture cover	\$25 -\$50
Light fixture	\$80 - \$125
Mattress or foundation	\$175, twin
Metal bedframe	\$95
Thermostat	\$95
Fire extinguisher	\$50 to \$150, depending on type
Padlock with key	\$25

Other

Re-key apartment	\$75 per door
Lock out fee, business hours	\$15
Lock out fee after hours, weekends, holidays	\$25 to \$75
Re-inspection due to tenant violations	\$35
Noise violations	\$100

The above costs are MINIMUM charges. A 20% administrative fee will be added to all charges. Charges are subject to change as costs increase.

RENT PAYMENT PLAN COMMITMENT

Tenant Name: _____ Apt. Address: _____

Semester Rate: \$ _____ X 2 semesters = Total rent for lease term: \$ _____

As a consideration to our student tenants and their families, we are willing to be flexible in the scheduling of rent payments. We understand the difficulties of financing a college education. Please select one of the following payment schedules. If your payment is not received within 5 days of the agreed-upon due date, a late fee of \$35.00 plus \$1.00 per day will be added to the amount due, until paid in full.

PLEASE CIRCLE YOUR CHOICE CLEARLY AND COMPLETELY.

1. **PAID IN FULL (both semesters), IN ADVANCE:** Discount of 2% ***Eligibility for discount is forfeited if payment is not postmarked by due date.* Total rent: \$ _____

Minus discount: \$ - _____ (2 %)

PAYMENT AMOUNT: \$ _____ Due Date: JUNE 1, 2018

2. **PREFERRED PLAN:** As shown on page 1 of your lease. PAYMENT AMOUNT: \$ _____

Due Dates:

JUNE 1, 2018 AUGUST 1, 2018 SEPTEMBER 1, 2018 OCTOBER 1, 2018

3. **SEMESTER PAYMENTS:** PAYMENT AMOUNT: \$ _____

Due Dates:

JUNE 1, 2018 OCTOBER 1, 2018

4. **EXTENDED TERMS :** \$40.00 added for extended term of payment. *BEST SUITED FOR FINANCIAL AID LOAN PROGRAM; HOWEVER, JUNE 1 PAYMENT is DUE BEFORE LOANS ARE DISBURSED.* Talk to an Agent if you need to set up multiple payments toward the June 1 amount due.

½ Semester rent due by JUNE 1, 2018 \$ _____

Full Semester rent due by OCTOBER 1, 2018 \$ _____

½ Semester rent due by FEBRUARY 1, 2019 \$ _____

5. **MONTHLY PAYMENTS:** Calculation: Total rent due divided by 9 monthly payments; add \$10.00 to each payment for administration fee equals: Monthly Payment of: \$ _____

First payment is due June 1, 2018. Following payments are due on the 1st of each month until the last due date of February 1, 2019.

**** It is the Tenant's responsibility to pay by the due date without demand. No additional invoices or reminders are provided.**

If we do not receive this signed Commitment within 10 days of signing the lease, or if payments are not received according to this addendum, then your payment schedule will, by default, be assigned to that shown on Page 1 of your lease.

I, the undersigned, agree to pay my total rent due according to the payment plan as indicated above.

Date _____

Signature of Tenant or Guarantor

Furnishings Agreement – Oak Grove Student Housing

Name: _____ Apt. Address: _____

Cell phone number: _____ email _____

****In general, our student apartments are furnished with second-hand furnishings in good, usable condition to keep costs affordable in case they are damaged during tenancy. Where NEW furnishings are provided, be aware that damages beyond normal wear will be assessed at a higher rate than second-hand furnishings.**

FURNISHINGS PROVIDED:

Standard length twin-sized bedset for each tenant : **I accept:** _____ < (initial here)

BED SIZE EXCEPTIONS:

402 Water St. : 2 Queen & 1 Full in Apt 3; Apts 1, 2, and 4 all Full Size

Dresser for each tenant

Kitchen table w/chairs **OR** a coffee table (depends on layout of apartment),

Couch **OR** Loveseat

No furnishings will be removed except bed sets (where tenants wish to provide their own)

EXCEPTIONS – NO BEDS will be removed at the following properties:

402 Water St. Apts 1-4

528D & 528E Gompers Ave

926-1 & 926-2 Oak St

IF YOU ARE BRINGING YOUR OWN BEDSET:

WHAT SIZE IS IT? (for mattress encasement order)

SIZE of bed: _____ Twin _____ Full(double) _____ Queen _____ King

Length: _____ Standard length _____ Extra Long

YOU need to bring your OWN frame and box foundation. Also be advised that Queen and King sized beds may not fit through stairwells in many apartments.

There is NO charge for removing our provided bed IF this form is returned by the deadline.

IF you are **bringing your OWN Mattress Encasement**, you **must provide us a proof of purchase receipt**, and the label description which shows **proof that it is “Bedbug Proof:”** at which time the \$50.00 fee provided by you for this covering will be applied to your rent due.

***** THIS FORM MUST BE RETURNED within 10 days of lease signing. *****

LATE OR CHANGED REQUESTS RECEIVED AFTER THIS DEADLINE MAY BE CHARGED MOVING / STORAGE FEES: \$35.00 per item

I understand and accept the Furnishings Agreement as outlined above.

Tenant or Guarantor signature: _____ Date: _____

**FAX this completed form to 724-463-0432 OR Scan and email to oakgrovereadty@gmail.com
OR Mail to: Oak Grove Realty, 1128 Philadelphia St., Indiana PA 15701**