

The Apartment Store

Real Estate Group

LEASE

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. THIS LEASE IS ALSO BINDING UPON YOUR HEIRS, EXECUTORS, AND PERSONAL REPRESENTATIVES. EACH TENANT SHOULD READ THIS LEASE CAREFULLY.

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHT AS A TENANT. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

1. NAMES OF LANDLORD AND TENANT

Name of the landlord: THE APARTMENT STORE

Name of the tenant: _____

2. LEASED PREMISES

3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts at 12:00 Noon _____

This lease ends at 12:00 Noon _____

4. RENT

The amount of rent is: _____ for the lease term payable in advance in monthly installments of _____.

Tenant agrees to pay the monthly rent in advance on or before the 1st day of each month. All payments must be by check or money order. No cash payments will be accepted. **Landlord** does not have to ask (**MAKE DEMAND UPON**) tenant to pay the rent. **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **landlord** at the place specified by **landlord**.

Tenant agrees to pay a **LATE CHARGE** of \$2.00 per day if tenant does not pay the rent on time. If **tenant** mails the rent to **landlord**, the date of payment will be the date the letter is received.

First partial month's rent _____ to _____

Plus Last partial month's rent _____ to _____

Total rent due on _____

Payment must be for the full amount. All delinquencies and prior balances (i.e. late fees, lockout fees, maintenance charges, etc.) will automatically be deducted from rental payment before the current month's rent account is credited.

If **tenant** pays by check and it happens twice that a check is returned from the bank all future payments must be cashier's check or money order. If the check is for rent it is understood that late fees shall continue until the check is honored by the bank. There will be a charge for each time a check is returned from the bank. The charge will be determined by current policy set by The Apartment Store.

5. SECURITY DEPOSIT

Tenant agrees to pay a security deposit of _____

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

Landlord can take money from the security deposit to pay for any damages caused by **tenant**, **tenant's** family and **tenant's** guests or any necessary cleaning. Additionally there will a 15% administration fee charged on all deductions from security deposits.

Landlord may take the security deposit to pay for any unpaid rent, additional charges or late fees.

After taking out for damages, unpaid rent and any other miscellaneous charges on your account, **landlord** agrees to send to tenant any security deposit money left over. **Landlord** will send the remaining security deposit money to tenant no later than 30 days after the lease ends and **tenant** leaves. **Landlord** also agrees to send to **tenant** a written list of damages and amounts of money taken from the security deposit.

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

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

There will be a 15% administration fee on all damage/cleaning charges noted at time of inspection which will be deducted from the security deposit refund.

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

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

7. DAMAGE TO LEASED PREMISES

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

1) live in the undamaged part of the leased premises and pay less rent until the leased premises is repaired.

OR

2) end the lease and leave the leased premises.

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

8. INSURANCE

Landlord agrees to have insurance on the building where the leased premises is located. **Tenant's** own property is not insured by **landlord's** insurance. Tenant shall insure tenant's own property that is located in the lease premises.

9. ASSIGNMENTS OR SUBLEASES BY TENANT

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

Tenant agrees not to transfer (**assign**) this lease to anyone else.

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

Tenant agrees not to lease (**sublease**) all or any part of the lease premises to anyone else.

Tenant agrees that if **tenant** transfers this lease (assigns) or leases all or a part of the leased premises to another (**sublease**), **tenant** has violated this lease.

Tenant shall not re-rent the leased premises without the prior written consent of **landlord**. **Tenant** must sign re-rental agreement and pay re-rental fee equal to 1/2 month's rent at time that written authorization is given by landlord. It is **tenant's responsibility** to find a suitable replacement for the apartment but the **landlord** shall be the final judge as to whether the replacement tenant is satisfactory.

10. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

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

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

11. USE OF LEASED PREMISES

Tenant agrees to use the leased premises only as a residence. **Tenant** agrees to obey all federal, state and local laws and regulations when using the leased premises. Tenant agrees not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises.

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

Tenant agrees that the leased premises shall be occupied only by the persons listed on this agreement and their children.

12. RULES AND REGULATION

Tenant agrees to obey all rules and regulations for the leased premises. If tenant violates any rules or regulations for the leased premises, tenant violates this lease. Rules and regulations are hereby incorporated to be an integral part of this lease.

13. LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES (SUBORDINATION)

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

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

14. CARE OF LEASED PREMISES

Tenant is responsible for, and will take good care of, the leased premises and all of the property in and around the leased premises. Tenant agrees to maintain premises in sanitary condition.

Tenant agrees to pay for any damage caused by **tenant**, **tenant's** family and **tenant's** guests including a 15% administration fee.

Tenant agrees to turn over possession of the leased premises to landlord when the lease ends.

Tenant shall be responsible for the prevention of growth and accumulation of mold within any residential structure. **Tenant** is advised to keep the dwelling area clean and free of visible moisture and/or mold on any surfaces within the unit including carpet, wood structures, windowsills, floors and other surfaces. Should any water leak or any other damage occur within the apartment, **Tenant** is required to notify **Landlord** immediately so that remedial measures can be taken to avoid any further damage to the unit that may result from either the water or any mold that may accumulate damage. **Tenant** will be held responsible for any physical as well as monetary damages that accrue to the apartment and adjacent areas. Physical property and health related damages can result in substantial economic consequences to the responsible party.

If **Tenant** is responsible for the water leak or damage and/or fails to notify **Landlord**, **Tenant** will be held responsible for any physical and/or monetary damages that accrue to the apartment, adjacent areas or individuals affected thereby. **Tenant** hereby agrees to indemnify and hold **Landlord** harmless from any injuries (physical and/or economic) sustained by **Tenant**, his/her guests, family which result from water damage and/or mold accumulation for which **Tenant** is responsible as provided herein.

15. LANDLORD'S RIGHT TO ENTER LEASED PREMISES

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

16. UTILITY SERVICES

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

<u>Charge or Service:</u>	<u>Paid by:</u>
Television Cable	<input type="text"/>
Electric to Premises	<input type="text"/>
Water Service	<input type="text"/>
Natural Gas	<input type="text"/>
Refuse Collection	<input type="text"/>
Lawn Maintenance	<input type="text"/>
Snow and Leaf Removal	<input type="text"/>
Sewer Charges	<input type="text"/>
Condominium Fee	<input type="text"/>
Homeowner's Association Fee	<input type="text"/>
Parking Fee	<input type="text"/>
Other:	<input type="text"/>

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

17. GOVERNMENTAL POWER OF EMINENT DOMAIN.

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

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

18. VIOLATIONS OF THIS LEASE

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

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

<input type="checkbox"/>	THIS IS A JOINT AND SEVERAL LEASE
<input type="checkbox"/>	THIS IS NOT A JOINT AND SEVERAL LEASE
<input type="checkbox"/>	THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY.

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

IF THIS IS A *JOINT* AND *SEVERAL* LEASE IT MEANS THAT ALL THE TENANTS AS A GROUP AND EACH OF THE TENANTS AS AN INDIVIDUAL ARE RESPONSIBLE TO LANDLORD FOR ALL OF THE AGREEMENTS OF THIS LEASE. FOR EXAMPLE, IF THE RENT IS NOT PAID, LANDLORD CAN SUE ALL OF THE TENANTS (JOINTLY) FOR ANY UNPAID RENT. OR, LANDLORD CAN BRING A SUIT AGAINST ANY ONE TENANT SEPARATELY (SEVERALLY) FOR ALL OF THE UNPAID RENT.

IF THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY IT MEANS THAT ALL THE TENANTS AS A GROUP AND EACH OF THE TENANTS AS AN INDIVIDUAL ARE RESPONSIBLE TO THE LANDLORD FOR ALL OF THE AGREEMENTS OF THIS LEASE EXCEPT FOR RENT PAYMENTS.

TENANT VIOLATES THIS LEASE IF TENANT:

- 1) FAILS TO PAY RENT OR OTHER CHARGES TO LANDLORD ON TIME OR,
- 2) LEAVES (ABANDONS) THE LEASED PREMISES WITHOUT THE LANDLORD'S PERMISSION BEFORE THE END OF THE LEASE OR,
- 3) DOES NOT LEAVE THE LEASED PREMISES AT THE END OF THE LEASE OR,
- 4) DOES NOT DO ALL OF THE THINGS THAT TENANT AGREED TO DO IN THIS LEASE.

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

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

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

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

Tenant agrees that landlord may receive reasonable attorneys fees as part of a court judgment in a lawsuit against tenant for violation of the agreements of the lease.

Tenant hereby agrees that any disputes under this lease agreement will be resolved by the courts of Centre County, Pennsylvania and that venue for any dispute will be proper only in Centre County, Pennsylvania.

19. OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT

Landlord and **tenant** agree that the rules and regulations are part of this lease agreement.

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

LANDLORD:

Mary Frantz

_____ DATE

TENANT (S):

_____ DATE

_____ DATE

_____ DATE

_____ DATE

_____ DATE

_____ DATE