

# 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 12 monthly installments in the amount 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 \$50.00 on the 6th day of the month plus \$2.00/day starting on the 7th day of the month 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 by 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 be 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.

Landlord will have the carpets professionally cleaned at the termination of the lease and tenant agrees that the cost of such cleaning will be deducted from the security deposit.

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	_____
Electric to Premises	_____
Water Service	_____
Natural Gas	_____
Refuse Collection	_____
Lawn Maintenance	_____
Snow and Leaf Removal	_____
Sewer Charges	_____
Condominium Fee	_____
Homeowner's Association Fee	_____
Parking Fee	_____
Other:	_____

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.

It is the responsibility of the tenant to notify the utility companies when the lease starts, to change the billing into tenant's name. If tenant fails to do so and billing remains in the name of The Apartment Store, there will be an administrative fee of \$50/month for each month that The Apartment Store must rebill the tenant.

**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