

LEASE

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

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

10 11 **1. NAMES OF LANDLORD AND TENANT**

12
13 Agent for the Landlord: Vito Dentino Agency, LLC
14 Name of Tenant: _____
15 Names of Guarantors: _____
16 Address of Guarantors: _____
17

18 **2. LEASED PREMISES**

19 The **leased premises** is the place that **landlord** agrees to lease to **tenant**. The leased
20 premises is: _____
21 California, PA. 15419
22

23 **3. STARTING AND ENDING DATES OF LEASE AGREEMENT**

24
25 This lease starts on: August 20, 2014
26 This lease ends on: May 15, 2015
27

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

29
30 **Tenant** agrees to pay the fall semester rent on or before the:
31 _____ Day of _____ **20 14 in the amount of \$**
32 **Tenant** agrees to pay the spring semester rent on or before the:
33 _____ Day of _____ **20 14 in the amount of \$**
34

35
36
37 **Landlord** does not have to ask (**MAKE DEMAND UPON**) **tenant** to pay the rent.
38 **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **landlord** at the place
39 specified by **landlord**.
40

41 **Tenant** agrees to pay a minimum **LATE CHARGE** of \$25.00 for the 1st 10 days and a \$2.00 per
42 day for each additional day. If **tenant** mails the rent to **landlord**, the date of payment will be the
43 date the letter is postmarked. There will be a **\$25.00 fee** for any partial payment made for monthly
44 rent.

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

46 **Garbage** in the amount of _____ per lease term.
47 **Sewage** in the amount of _____ per lease term.
48 (If Applicable) **Water** in the amount of _____ per semester.
49 (If Applicable) **Utility** deposit in the amount of _____ per semester.

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

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

53 **5. SECURITY DEPOSIT**

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

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

56

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

59

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

63

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

69

70 **Landlord** may charge a \$400.00 fee if Tenant does not fulfill the lease for any reason before the
71 expiration date including but not limited to finding a Replacement. If a Replacement is found
72 Tenant will be charged a \$400.00 fee. If no Replacement is found Tenant will be Responsible for
73 all Terms, Conditions and Total amount of the Rent of the lease.

74

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

80

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

83

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

85

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

87

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

94

DAMAGE TO LEASED PREMISES

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

99

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

101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150

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

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

7. INSURANCE

Landlord has insurance on the building where the leased premises is located. **Tenant's** own property is *not* insured by **landlord's** insurance. **Tenant** is responsible for **tenant's** own property that is located in the leased premises.

8. 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 without the written permission of **landlord**.

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 without the written consent of **landlord**. **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 agrees that even if **tenant** moves out before the ending date of this lease, **Tenant** is still responsible for all financial obligations to the ending date of this lease.

9. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

Landlord is responsible for all damage to property or injury to people caused by **landlord** (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.

Basements are not considered part of the leased premises.

10. 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 have firearms or weapons of any type on the 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 any possession of illegal drugs or drug activity will result in immediate eviction.

Basements are not considered part of the leased premises.

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

155 11. RULES AND REGULATIONS

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

158
 159 **Tenant** agrees to provide **Landlord** with current and accurate contact information, i.e. phone
 160 number(s), e-mail address, and forwarding address. If any of this information changes during the
 161 term of the lease, changes must be reported to **Landlord's** office ASAP.

163 12. LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES

164 (SUBORDINATION)

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

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

175 13. CARE OF LEASED PREMISES

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

198 **14. LANDLORD'S RIGHT TO ENTER LEASED PREMISES**

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

203 **15. UTILITY SERVICES**

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

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

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

221 **16. GOVERNMENTAL POWER OF EMINENT DOMAIN.**

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

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

230 **17. VIOLATIONS OF THIS LEASE**

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

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

239 X **THIS IS A JOINT AND SEVERAL LEASE ONLY BETWEEN**
240 **THE PARTIES SIGNING THIS LEASE**

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

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

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

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

251 **TENANT VIOLATES THIS LEASE IF TENANT:**

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

263
264 IF TENANT VIOLATES THE LEASE, EACH TENANT AGREES TO WAIVE NOTICE TO QUIT.
265 THIS MEANS THAT THE LANDLORD MAY FILE A COMPLAINT IN COURT ASKING FOR AN
266 ORDER EVICTING EACH TENANT FROM THE LEASED PREMISES WITHOUT GIVING EACH
267 TENANT NOTICE TO QUIT FIRST. LANDLORD DOES NOT HAVE THE RIGHT TO THROW
268 TENANT OUT OF THE LEASED PREMISES (SELF-HELP EVICTION). THE LANDLORD CAN
269 ONLY EVICT TENANT BY COURT ACTION.

270
271 THE LANDLORD DOES NOT HAVE THE RIGHT TO SUE IN COURT FOR EVICTION UNLESS
272 A TENANT HAS VIOLATED THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH
273 TENANT IS WAIVING NOTICE TO QUIT, EACH TENANT WILL HAVE A CHANCE IN COURT TO
274 CHALLENGE THE LANDLORD'S CLAIM FOR EVICTION.

275
276 IF TENANT VIOLATES THE LEASE AGREEMENT, THE LANDLORD MAY SUE EACH TENANT
277 IN COURT:

- 278
- 279 1. TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY
- 280 TENANT'S VIOLATION OF THE AGREEMENTS IN THE LEASE.
- 281 2. TO RECOVER POSSESSION OF THE LEASED PREMISES (EVICTION).
- 282 3. TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER
- 283 PERSON TAKES POSSESSION OF THE LEASED PREMISES AS A NEW TENANT.

284
285 **Tenant** agrees that **landlord** may be reimbursed by tenant for reasonable collection and
286 attorneys fees as part of a court judgment or an attempt at collection in a lawsuit against **tenant**.
287 These fees would result for violation of the agreements of the lease including non payment of rent
288 and/or damages.

289
290 **19. OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT**

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

293

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

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

296
297 **Vito Dentino hereby discloses in accordance with Real Estate rules, regulations and laws that**
298 **he is a licensed Broker-Realtor in the Commonwealth of Pennsylvania**

299
300 **Tenant agrees to be responsible for damages if tenant fails to keep heat operating during**
301 **semester breaks, spring vacation, or other periods when they are away from the premises.**
302 **This precautionary measure taken will prevent the potential damage resulting from freezing**
303 **pipes.**

304
305 **If such negligence should occur by the tenant, a minimum charge of \$35.00 to correct the situation will**
306 **be charged for the service call.**

307
308 **The sewage is charged annually. (Charge to be determined by the borough) It is assessed by the**
309 **consumption of water. If water usage exceeds the amount charged per quarter (over 3,000 gallons),**
310 **then the tenant will be responsible for paying the extra charge. Call the office immediately if water is**
311 **leaking, dripping or the commode is running. These problems can increase your water bill which will**
312 **then increase the sewage bill. The tenants will be charged for any overage of the sewage bill.**

313
314 **Any fees such as garbage, sewage, occupancy, water or any other utility bills that come to**
315 **our office which are the tenants responsibility, including late fees that are due, will be handled as**
316 **follows;**

317
318 **IF THE ABOVE FEES ARE NOT PAID BY THE NEXT DATE RENT IS DUE, THEY WILL**
319 **BE PAID FIRST AND THE BALANCE WILL BE APPLIED TO RENT. THIS WILL LEAVE A**
320 **BALANCE DUE OF THE CURRENT RENT AND WILL BE CONSIDERED IN ARREARS AND**
321 **LATE FEES WILL ACCRUE ACCORDING TO THIS LEASE AGREEMENT, PAGE 1, SECTION 4.**
322 **WHERE UTILITIES ARE REQUIRED TO BE IN THE NAME OF THE TENANT, THERE WILL BE A**
323 **\$50.00 SERVICE CHARGE FOR EACH BILL THAT REMAINS IN THE NAME OF THE**
324 **LANDLORD OR VITO DENTINO AGENCY, LLC. KEYS WILL NOT BE ISSUED UNTIL ALL**
325 **APPLICABLE UTILITIES ARE IN THE NAME OF THE TENANTS.**

326
327 **All public utilities (gas / electric/ water, if applicable) must remain in the name of the tenant**
328 **throughout entire term of the lease. If utilities are turned off by the tenant or terminated by the**
329 **utility company, the apartment will be considered abandoned, and all rents & fees through the**
330 **entire term of the lease will become due immediately. At this time the landlord will take**
331 **immediate possession.**

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

333
334 _____

335
336
337 **Tenant acknowledges that Heat & Electric must remain “ON” during the winter months to prevent any**
338 **damage that could be caused by freezing or cold temperatures. The Tenant will be responsible for**
339 **any and all damages, if they fail to keep the thermostat on at least 65 Degrees Fahrenheit.**

NO PET AGREEMENT

340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375

Agent for the Landlord: Vito Dentino Agency, LLC

TENANT: _____

GUARANTORS: _____

LEASED PREMISES: _____

STARTING DATE OF LEASE: August 20, 2014

ENDING DATE OF LEASE: May 15, 2015

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

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

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

Signature of Tenant(s):

Tenant: _____

Guarantor: _____

Guarantor: _____

SINGLE UNIT RESIDENCE AGREEMENT

376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422

Agent for the Landlord: Vito Dentino Agency, LLC

TENANT: _____

GUARANTORS: _____

LEASED PREMISES: _____

STARTING DATE OF LEASE: August 20, 2014

ENDING DATE OF LEASE: May 15, 2015

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

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

Signature of Tenant(s):

Tenant: _____

Guarantor: _____

Guarantor: _____

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

427
428 Guarantor: _____ Date _____

429 ACKNOWLEDGMENT

430 COMMONWEALTH OF PENNSYLVANIA)
431)
432) ss:
433)
434 COUNTY OF _____)
435)

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

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

441 (SEAL) _____
442)
443) Notary Public
444)

445
446 Guarantor: _____ Date _____

447 ACKNOWLEDGMENT

448 COMMONWEALTH OF PENNSYLVANIA)
449)
450) ss:
451)
452 COUNTY OF _____)
453)

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

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

459 (SEAL) _____
460)
461) Notary Public
462)
463)

464
465

466

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

470

471

472

Tenant: _____ Date _____

473

474

ACKNOWLEDGMENT

475

476 COMMONWEALTH OF PENNSYLVANIA)

477) ss:

478 COUNTY OF _____)

479

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

484

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

486

487 (SEAL)

Notary Public

488

489

490

491

492.....

493 **ACCEPTED BY** **VITO DENTINO AGENCY, LLC**

494

495

496

497

498

SIGNATURE: _____
VITO D. DENTINO

499

RULES AND REGULATIONS

1. Tenants shall respect the rights of other residents and neighbors and shall not unreasonably disturb them. Tenants shall avoid excessive noise especially after 10:00 PM, including the playing of electronic devices such as radios, televisions, music.
2. Tenants shall comply with state laws and regulations regarding the consumption of alcoholic beverages, including those defining legal drinking age. No alcoholic beverages shall be consumed in public areas outside the leased premises, including hallways, porches and lawns. No keg or party-balls or other parties are permitted and shall be cause for termination of the lease agreement and forfeiture of all money paid. We will periodically check apartments for lease violations. Tenant will be charged a \$100.00 fine for any keg found on the premises.
3. Tenants shall not park motor vehicles on lawns, sidewalks, or in a manner to block garbage removal and shall comply with state and local traffic laws and ordinances.
4. Tenants shall maintain the leased premises in a clean and orderly manner. Tenants shall sweep sidewalks, porches, hall and steps and remove debris from walks and lawns.
5. Tenants shall be responsible for the removal of snow and ice from the access to their apartment including but not limited to, sidewalks, porches and steps, including breaks.
6. Tenants shall properly bag and secure garbage and place it in the area designated for weekly collection. Tenants shall keep the collection area, to include porches and common areas, free from litter and debris. Borough ordinance requires all garbage to be in plastic bags and to be placed in garbage cans or dumpsters.
7. No animals shall be kept in or about the leased premises. **NO PETS. Fish & Turtles in Aquariums Are Permitted**
8. No waterbeds are permitted in the leased premises without written permission by landlord.
9. Tenants shall not make holes in the walls with nails, tacks, or other devices. Tenants must secure permission of landlord before using tape of any kind on the walls.
10. Tenants shall not paint the interior of the leased premises or alter its fixtures or appliances without the written consent of the landlord.
11. Tenants are responsible for their own mail over academic breaks and holidays. Tenants shall notify post office of forwarding address upon termination of lease.
12. Tenants are not permitted to change the locks to their apartment or to make any additional keys.
13. Upon termination of the lease agreement, tenants shall return all keys to the office of the landlord. A charge of \$50.00 per day will be assessed to anyone not returning their key on the ending date of the lease.
14. Let it also be understood and agreed that there will be NO "Parties" allowed. NO kegs of beer or party balls are permitted upon the premises under any circumstances.
15. Any clogging repair or damage done to plumbing due to carelessness or personal hygiene products, hair, or food particles, etc. shall be the responsibility of the tenant. A MINIMUM of \$35.00 will be charged to call a plumber. There will be additional charges if an electric eel is required.
16. Garbage pickup for your apartment will be Friday morning; 8:00 AM- garbage should be placed in the container and placed at the curb or dumpster Thursday night. (Time & day subject to change)
17. There will be a LOCK OUT FEE OF \$25.00. (Before 8:00 AM & After 4:00 PM and all Weekends and Holidays)
18. Tenants are not permitted on roof tops for sunbathing or any other activities.
19. There will be no open flames in or around the leased property. Gas grills are acceptable, charcoal grills are not acceptable.
20. NOTICE: THERE WILL BE A \$35.00 FEE FOR ALL RETURNED CHECKS! All Future payments must be in cash, money order or certified funds after receiving a check that is returned for non payment.
21. Only standard window coverings are permitted- drapes, curtains, blinds etc. are permitted. FLAGS, TOWELS, SHEETS ARE NOT PERMITTED TO BE HUNG AT WINDOWS.
22. Fire Extinguishers and Smoke alarms are placed in the unit for your safety. They should not be tampered with. Any repairs needing done due to tampering will be charged to the tenant. Any damage or injury resulting from smoke alarm and fire extinguishers made inoperable by tenants will be the responsibility of tenants.
23. Tenants shall be responsible for all family members, guests and invitees who must comply with all the above rules and regulations when visiting the leased premises. Guest are not permitted to stay overnight without advance permission from the Dentino Agency. The two day limit on guests staying will be strictly enforced.
24. Landlord can not be held responsible for losses due to the breakdown of a refrigerator or other major appliance.
25. Tenant will be charged \$100.00 for any calls involving the police where a disturbance is occurring or has occurred, as a result of the behavior of the tenants or the tenants guests.
26. You must provide the office with a valid e-mail address you will be using during the school term. We will notify tenants by e-mail of apartment showings and other important notices. You will be responsible for checking your e-mail regularly to receive messages and advance notice of apartment viewing.
27. Any fees due for fines, damage, utilities, etc., will be billed and due immediately. If not paid within ten days of receipt of the bill, the money will be deducted from any rent received. Rent will then be in arrears and late fees will accrue. Late fees are \$25.00 for the first 10 days and \$2.00 a day every day until rent is current.
28. Satellite dishes are not permitted.
29. Paintball guns and paintballs are not permitted on the premises. Any damage due to paintballs will be the responsibility of the tenant.
30. If your unit is serviced by central air conditioning, you may not use portable or window air conditioning units.
31. Apartments with washers and dryers are there for your convenience and for tenants use only. If the washer or dryer breaks and it is determined to be caused by the tenant, the tenant will be responsible for the cost of repairs.

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

SAMPLE