

LEASE AGREEMENT

This lease, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Heath Housing, the "Landlord," 886 Wayne Ave. Rear, Indiana, Pennsylvania 15701

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Hereinafter whether one or more, referred to as "Resident", JOINTLY AND SEVERALLY LIABLE. WITNESSETH, that Landlord hereby leases to Resident and the latter lets from the former, the Premises designated as \_\_\_\_\_

Hereinafter called the "premises" for the term of two semesters beginning on the first day of the fall semester, \_\_\_\_\_ and ending on the last day of the spring semester, \_\_\_\_\_, at the rent of \_\_\_\_\_ DOLLARS (\$) per year/semester

(2 semesters) payable in advance

1 <sup>st</sup> Payment (amount)	\$ _____	Due by (date)	_____
2 <sup>nd</sup> Payment (amount)	\$ _____	Due by (date)	_____
3 <sup>rd</sup> Payment (amount)	\$ _____	Due by (date)	_____

Resident agrees to pay to landlord the rent set forth above. Resident further agrees to pay a late payment charge of two dollars (\$2.00) per day for every day for which the payment is past due. If rental is mailed the postmark date will determine the date of payment. If any check for rent is returned to the Landlord for insufficient funds or other reason, late charges of two dollars (\$2.00) per day will continue until rent is actually paid by Resident. LATE CHARGES WILL BE ENFORCED ABSOLUTELY. If the landlord at anytime accepts rent after the due date, such acceptance shall not be cause for late payment upon subsequent due dates, late charges will still apply. Resident agrees with Landlord that this Lease Agreement DOES NOT entitle the Resident to occupy the leasehold premises between the end of the first semester and the beginning of the second semester. Resident may commence occupancy 2 days prior to the commencement of classes and may continue occupancy up to 2 days after the semester recess has commenced. Failure to comply with the terms of this article may result in immediate termination of said lease unless consent has been obtained from Landlord by the Resident in writing prior to the commencement of the semester recess. In the event that a waiver of this article is granted by the Landlord, said waiver shall not constitute a waiver for each and every recess, and a separate waiver must be obtained for all future requests to occupy said premises beyond the time period allotted under this article.

1. The group as a whole signing this lease as a resident shall pay \$\_\_\_\_\_ total as a security deposit at the time of the signing of this lease. The security deposit shall be held by Landlord as security for the payment of all rent and other amounts due from the resident to Landlord, for the Resident's performance of this lease, and against any damages caused to the apartment or any other part of Landlord's property by Resident, his family and guests. This includes but not limited to the cost of any trash removal, rug cleaning, house cleaning and the cost of repairs and/or correction of damage. If the landlord determines that any loss, damage or injury chargeable to the Resident hereunder exceeds the security deposit, the Landlord, at his option, may retain the said sum as liquidated damages or may apply the sum against any actual loss, damage or injury and the balance thereof will be the responsibility of the Resident. Resident understands and agrees that the security deposit may not be applied as rent or against any other amount due from the Resident to Landlord, or any other expense incurred by Resident during the term of the lease, without Landlord's written consent. Within thirty (30) days following termination of this lease, Landlord shall return the security deposit, less any deductions from it on account of amounts owed by Resident or Owner to resident by check payable to all persons signing this lease mailed to a forwarding address which must be furnished by Resident in writing. RESIDENT IS ADVISED TO BE AWARE OF HIS RIGHTS UNDER "THE LANDLORD AND TENANT ACT OF 1951," ACT OF APRIL 6, 1951, P.L.69, AS AMENDED BY THE ACT OF DECEMBER 29, 1972, P.L. NO.363.
2. Resident agrees to use the apartment only as the personal residence of Resident and not to assign this lease or sublet the apartment, without the written consent of Landlord. Resident agrees not to alter or make additions to the apartment, its painting or its fixtures and appliances without Landlord's written consent. Resident agrees not to do or to permit any act or practice injurious to the building, which may be unreasonably disturbing to other residents, which may affect the insurance on the building or which is contrary to any law. The Rules and Regulations on the attached Schedule "A" are incorporated herein.
3. Resident understands that the equipment for utilities to serve the premises is installed therein and Resident agrees that the cost of the utilities shall be paid as follows:

Heating for premises	to be paid by Landlord
Heating of water for premises	to be paid by Landlord
Electricity for premises	to be paid by Landlord
Gas for premises	to be paid by Landlord
Sewer charge	to be paid by Landlord
Water Consumption	to be paid by Landlord
Recycling Fee	to be paid by Landlord
Garbage Service	to be paid by Landlord

Any utilities paid for by Resident must be paid in full upon termination of this lease, for the full term of the lease, and Resident understands and agrees that the Security Deposit is not to be used for any unpaid balance due any utility company.

Tenant agrees that the Landlord shall have the right temporarily to stop the service of electricity or water in the event of accident affecting the same or to facilitate repairs or alterations made in the premises or elsewhere in Landlord's property. Landlord shall have no liability for failure to supply heat, air-conditioning, hot water or other services or utilities when such failure shall be beyond Landlord's control or to enable Landlord to service or repair installations. Landlord shall not be responsible for any related damages to Resident's personal property.

4. Resident agrees to use due care in the use of the apartment, the appliances therein, and all other parts of the Landlord's property, to give notice to Landlord of the need for repair thereof, and to pay for all repairs to the apartment, its contents, and to all other parts of Landlord's property which are necessitated by any act or lack of care on the part of Resident, members of Resident's family, or his visitors. Landlord will make necessary repairs to apartment and the appliances therein within reasonable time after Resident notifies Landlord of the need for repairs. The cost of repairs shall mean the cost of materials plus installation. Any repairs done by Landlord shall be paid for by Resident within five (5) days after Landlord presents bill to Resident.
5. Resident agrees that Landlord shall not be liable for property damage or personal injury occurring in the apartment or elsewhere on Landlord's property unless damage or injury results directly from Landlord's negligence.
6. If Resident shall occupy the premises prior to the beginning of the term, such occupancy shall be subject to the terms of this lease, and Resident shall pay prior to occupying the premises rent for the same period from the date of such occupancy to the beginning of said term.
7. If the apartment is damaged by fire or other casualty, Landlord shall repair it within a reasonable time and rent shall continue unless the casualty renders the apartment untenable, in which case this lease shall terminate and Resident, upon payment of all rent to the date the apartment is surrendered, shall not be liable for any further rent. If only a portion of the apartment is rendered untenable, the Resident may, with mutual agreement of Landlord, alternatively choose to continue in possession and shall thereupon be entitled to a prorated reduction in the amount of rent, provided that election to proceed under this alternative shall not be a waiver of the Resident's right to terminate the lease if repairs are not made within a reasonable time.

8. Landlord, or any person authorized by him, without the prior specific consent of Resident, which consent shall not be unreasonably withheld, shall have the right to enter the apartment at reasonable times to inspect, make repairs or alterations as needed, to enforce this lease, and after notice of termination is given, to show the apartment to prospective residents; provided, however, that Resident's consent shall not be necessary in case of emergency.
9. This lease confers no rights on Resident to use for any purpose any of the property of Landlord other than the interior of the apartment hereby leased, except the walks and roadways giving access thereto and such other areas, if any, as Landlord may from time to time designate for the use of residents. When the use of Resident of any other portion of Landlord's property is permitted it shall be subject to the rules and regulations established by Landlord.
10. RESIDENT AGREES THAT HE WILL COMPLY AND PROCURE COMPLIANCE OF MEMBERS OF HIS FAMILY, AND HIS GUESTS WITH THE OCCUPANCY REGULATIONS WHICH ARE PRINTED HEREIN AND WHICH ARE ATTACHED IN SCHEDULE "A".
11. IF ANY MONEYS DUE UNDER THIS LEASE AGREEMENT ARE UNPAID WHEN DUE, RESIDENT AUTHORIZES ANY PROTHONOTARY, CLERK OF COURT, OR ANY ATTORNEY OF RECORD, TO APPEAR FOR AND CONFESS JUDGEMENT AGAINST RESIDENT FOR THE AMOUNT TOGETHER WITH COSTS, INTEREST AND ATTORNEYS FEES IN THE AMOUNT OF 15% OF THE SUM DUE. THIS MEANS THAT A JUDGEMENT WILL BE ENTERED AGAINST RESIDENT WITHOUT A HEARING. JUDGEMENT MAY BE CONFESSED AGAINST RESIDENT AS MANY TIMES AS RENT OR ANY MONEYS DUE OWNER UNDER THIS LEASE AGREEMENT ARE UNPAID. LANDLORD WILL THEN HAVE THE RIGHT TO PROCEED THROUGH LEGAL ACTION TO COLLECT MONEYS DUE.
12. IF RESIDENT BREACHES A TERM OR CONDITION OF THIS LEASE AGREEMENT OR VIOLATES A RULE AS ATTACHED TO THIS LEASE AGREEMENT, RESIDENT AUTHORIZES ANY ATTORNEY OF RECORD FOR RESIDENT IN ANY COMPETENT COURT TO CONFESS JUDGEMENT AGAINST RESIDENT TO RECOVER POSSESSION OF THE REAL ESTATE. THIS MEANS THAT OWNER WILL BE ENTITLED TO POSSESS THE LEASED PREMISES AND RESIDENT WILL HAVE NO RIGHT TO REMAIN ON THE PROPERTY. LANDLORD WILL ALSO HAVE THE RIGHT TO RECOVER DAMAGES FOR RESIDENT'S BREACH OF LEASE AGREEMENT OR VIOLATION OF A RULE AS ATTACHED TO THE LEASE AGREEMENT. LANDLORD MAY THEN PROCEED WITH LEGAL ACTION TO OBTAIN THE RIGHT TO IMMEDIATE POSSESSION OF THE REAL ESTATE THROUGH A WRIT OF POSSESSION. THE LANDLORD MAY EXERCISE THESE RIGHTS UPON EACH BREACH BY THE RESIDENT.
13. In the event that the premises demised or any part thereof is taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall

vest in the condemnor, and rent shall abate in proportion to the square feet leased space taken or condemned or shall cease if the entire premises to be so taken. In either event the Resident waives all claims against the Landlord by reason of the complete or partial taking of the demised premises, and it is agreed that the Resident shall not be entitled to any notice whatsoever of the partial or complete termination of this lease by reason of the aforesaid.

14. All notices required to be given by Landlord to Resident shall be sufficiently given by leaving the same upon the demised premises but notices given by resident to Landlord must be given by registered mail, and as against Landlord the only admissible evidence that notice has been given by Resident shall be a registered mail return receipt by Landlord to its agent.
15. It is expressly understood and agreed by and between the parties hereto that this lease and the riders attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings between Landlord and Resident relative to the demised premises and that there are not promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment charge or addition to this lease shall be binding upon Landlord or Resident unless reduced to writing and signed by them.
16. The term "Resident" used herein shall refer collectively to all persons named above, and signing this lease as Resident, and the liability of each person shall be joint and several. Notice given by landlord to any person named as Resident, or any such person to Landlord, shall bind all persons signing this lease as Resident.
17. IF PROCEEDINGS SHALL BE COMMENCED BY LANDLORD TO RECOVER POSSESSION UNDER THE ACTS OF ASSEMBLY, EITHER AT THE END OF THE TERM OR SOONER TERMINATION OF THIS LEASE, OR OF NON-PAYMENT OF RENT OR ANY OTHER REASON, TENANT SPECIFICALLY WAIVES THE RIGHT TO THE THREE (3) MONTH NOTICE AND TO THE FIFTEEN (15) OR THIRTY (30) DAYS NOTICE REQUIRED BY THE ACT OF ASSEMBLY OF APRIL 6, 1951, P.L. 69.
18. Landlord agrees to provide parking spaces for the premises at a rate of \$120.00 per semester per space. Residents renting a space will have an assigned, numbered space. Resident agrees not to use any other marked spaces. If the resident uses spaces other than those designated for use by Resident, Resident's vehicle will be towed, without notice and at Resident's expense. Landlord assumes no liability for any damages caused to vehicles of the Resident or guests caused by vandalism, accident, acts of God, or any other reason while in the parking area of the landlord and while being transported or in storage as the result of violation of parking regulations as stated herein. Resident, in accepting parking spaces designated herein, agrees to

hold harmless and indemnify Landlord from and damage to Resident's vehicles, or to vehicles of guests of tenant, which may occur to said vehicles in the parking lot of Landlord or while being towed or in storage as a result of violations of the regulations with regard to parking set forth herein.

19. WAIVER OF NOTICE TO QUIT, ETC.: Resident hereby waives the usual notice to quit and agrees to surrender said premises at the expiration of said term, or the termination of this lease without any notice whatsoever and expressly waives all notices and demands which may or shall be required by any statute of this Commonwealth relating to forcible entry and detainer, or to landlord and tenant, or any other statute of law.

OWNER:

By \_\_\_\_\_

Resident \_\_\_\_\_

AGENT:

Resident \_\_\_\_\_

By \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

**GUARANTY**

Intending to be legally bound, and in consideration of the lease with the above Resident, the undersigned, jointly and severally, hereby become surety to Owner and Agent for the performance of the lease by Resident and guarantees payment of all sums becoming owing to Landlord by Resident. This agreement shall remain in effect throughout the term of the lease or any renewal thereof. The liability of the undersigned is absolute, continuing and unconditional and Owner and Agent shall not be required to proceed against Resident or invoke any other remedy before proceeding against undersigned. Landlord expressly agrees to notify the guarantor in the event of breach or default. In the event that all rental amounts are not paid, Heath Housing can and will submit unpaid balances to a collection agency.

**BULK BEER, OPEN HOUSE PARTIES AND STOLEN PROPERTY NOT PERMITTED**

NAME & PHONE \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

NAME & PHONE \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

NAME & PHONE \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

NAME & PHONE \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

NAME & PHONE \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

## HEATH HOUSING SCHEDULE "A"

1. NO OPEN HOUSE PARTIES will be held. NO KEGS OF BEER permitted on the premises. Gatherings held at apartments that create a noise problem so that the police and or property manager must be called to quiet them will be considered a violation of the lease agreement and cause for eviction. Kegs of beer have been found to cause damage to apartment sinks, bathtubs and kitchen floors. We do not permit them on Heath Housing property inside or out and they may be confiscated if we find them.
2. Landlord and or property manager will exercise his right to inspect premises if an open house party or gathering has been held (as stated in paragraph 9 of the lease agreement). It will be the responsibility of the tenant of that apartment to police the grounds around the building and to collect all debris resulting from that function.
3. Tenant agrees to use only the interior of apartment, and walks or roadways giving access to the leased area. (As stated in paragraph 10 of agreement). The back yard of the Inn Towner Motel and parking lots surrounding Heath Housing apartments are not play areas for baseball, Frisbee, football, etc.
4. Tenant agrees to practice recycling in accordance with state law. Each apartment has been supplied with a green plastic recycling bin which is encoded with a number and must be left in the apartment at the end of the year. All bottles and cans for recycling should be washed and labels removed if possible. The bin is to be placed on the Wayne Avenue curb on Thursday mornings no earlier than 8A.M. and replaced in apartment as soon as pick-up has been made. Tenant agrees that the bin is the responsibility of the tenant and if the bin is lost or stolen tenant will pay a charge of \$5.00 for a new bin.
5. Tenant agrees that fire extinguishers, smoke detectors, and fire escape ladders have been placed in the apartment for the safety of those living in the apartment. Any discharged extinguishers should be reported immediately and will be recharged at the tenant's expense. Smoke detectors should be left in place at all times, Landlord will replace batteries when needed. Tenant will be charged for any of the above items if they are missing at the end of the year.
6. Tenant agrees not to permit any animals on the premises. (If animals are found on the premises, the lease will be terminated immediately and the rent for the entire term of this lease and the security deposit shall be forfeited).
7. Tenant hereby authorizes Landlord to have premises cleaned, carpet shampooed, refrigerator defrosted and stove cleaned at Tenant's expense at any time Tenant neglects to do so.
8. Tenant will mop up any spillage promptly and shall be responsible for any damage resulting there from to the floor, the ceiling below, and all other property below.

9. Tenant will not use the roof for any purpose whatsoever.
10. Tenants will be jointly responsible for all public areas of the building.
11. Tenant agrees to pay rent in full on or before due date and without notice. If rent is not paid in full by the due date, Lease may be terminated immediately and deposit forfeited, in TOTAL. This paragraph does not preclude Landlord from exercising any and all remedies available to Landlord.
12. 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.
13. No bicycles will be parked in the entranceway or hallways. Also, no bicycles shall be kept in the apartment, except they may be stored in the closet areas.
14. Telephones can be installed in previously established locations. No additional wiring shall be permitted.
15. Tenant agrees not to do any painting; tamper with any wiring, water or heating service; not to in any way, deface walls, doors, etc. with nails, tacks, tape, etc. Any property damaged or altered shall be completely restored to original or better condition.
16. Waterbeds shall not be brought into the property.
17. Christmas decorations must be removed from the residence PRIOR to leaving for Christmas vacation.
18. Landlord is not responsible for loss of personal property by fire or theft.
19. No furniture or equipment shall be removed from the premises or left outdoors overnight.
20. Tenants shall keep noise to a minimum so as not to disturb other building tenants, or those of surrounding buildings.
21. Tenant shall keep apartment in a clean and neat fashion at all times, and shall furnish a good vacuum cleaner as well as proper cleaning supplies.
22. Tenant shall not bring grills onto the property.
23. Window and shower curtains are to be provided by Tenants.
24. All windows and doors must be closed during the heating season. Or risk additional assessment.
25. No excessive refuse is to be stored in closets.
26. No Air-conditioners are allowed. They are found to cause damage to window frames.

We hereby acknowledge receipt of a copy of this lease and Schedule "A" list of rules.

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HEATH HOUSING DOES NOT HONOR STUDENT LOANS AS A REASON FOR LATE RENTAL PAYMENTS. TENANTS ARE EXPECTED TO MAKE PAYMENTS ON DUE DATES. ALL PAYMENTS MADE PAST DUE DATE ARE SUBJECT TO THE \$2.00 PER DAY LATE CHARGE AND ARE CONSIDERED TO BE A VIOLATION OF THE LEASE AGREEMENT.