

1 LEASE AGREEMENT

2
3
4 THIS IS A RESIDENTIAL LEASE. EACH TENANT SHOULD READ THIS LEASE
5 CAREFULLY. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH
6 TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.
7

8
9 ATTACHED IS A ___3___PAGE ADDENDUM THAT IS [PART OF THE LEASE.
10

11 I. PARTIES

12
13 The parties to this Agreement are Daniel Slotterback. (hereinafter “Owner”) and the
14 persons signed below (hereinafter “Tenants”).
15

16
17 II. LEASE PREMISES

18
19 The leased premises subject to this Lease Agreement is:
20

21 _____
22
23 _____ Bloomsburg PA 17815
24
25 _____
26

27 III. TERM

28
29 The term of this Lease Agreement shall be for the Bloomsburg University academic year
30 beginning on August ___, 2008 10:00 AM and ending on May ___, 2009 at 3:00 P M.
31

32 IV. RENT

- 33
34 a. *Rental fee.* The regular rental fee for the term of this Lease Agreement shall be
35 \$_____ The rental fee is payable to Daniel Slotterback at P.O. Box 632,
36 Bloomsburg, PA. 17815.
37
38 b. *Due Date.* Half of the rental fee is due on or before July 1, 2008 and the
39 Remaining balance is due on or before December 1, 2008.
40
41 c. *Discount.* Rent paid on or before the above due dates is subject to a discount of
42 \$_____ per half payment due. In other words, \$ _____ will be deducte d
43 from the half rental fee due on July 1, 2008 if paid on or before July 1, 2008
44 and \$ _____ will be deducted from the second half rental fee due on or before
45 December 1, 2008 if paid on or before December 1, 2008.
46

- 47 d. *Late Charge.* A late charge in the of \$ _____ shall be added to any
48 payment received more than 45 days after the due dates set forth above.
49
50 e. *Interest charges.* Tenants agree to pay interest at the rate of 1.5% per month on
51 any rental fee remaining unpaid for more than 60 days after the due date.
52

53 V. RESERVATION/SECURITY DEPOSIT
54

55 Upon execution of this Lease Agreement each Tenant shall pay to Owner the sum of
56 \$250 as a reservation deposit. If a tenant fails to take occupancy of the Leased Pre mises the
57 reservation deposit shall be forfeited to Owner. Upon a tenant’s taking possession of the Leased
58 Premises, said tenant’s reservation deposit shall be converted to a security deposit. The security
59 deposit may not be applied to rent without the p rior written consent of the Owner. In no event
60 shall the total security deposit for all Tenants be less than \$ _____. Each individual tenant
61 must maintain a Security Deposit balance of least \$200.00. This means damages deducted from
62 the deposit bringing the \$250.00 below \$200.00 is a violation of the lease.
63

64 VI. USE OF PROPERTY
65

66 Tenants agree that the leased premises shall only be used for residential purposes.
67 Tenants further agree to abide by all laws, ordinances, regulations, codes and rules of the
68 Bloomsburg University, The Town of Bloomsburg and the Commonwealth of Pennsylvania.
69 Tenants shall be not use the porch and/or apartment roof(s) for sunbathing or any other activity.
70 Tenants are strictly prohibited from having “OPEN PARTIES”. Tenants are prohibited from
71 having beer kegs in or on the leased premises without the written consent of the Owner.
72 Violation of this section is cause for immediate eviction from the Leased Premises.

73 Tenants agree not to do anything in or around the Leases Premi ses which could harm
74 anyone or damage any property.

75 There will be an administrative fee of Two Hundred dollars (\$200) to any
76 house/apartment that receives a disruptive conduct report from the local police or other authority.

77 Parking is limited and only cars registered with owner may be parked at property. A fee
78 is involved and it is understood that not everyone will be permitted to park on site.

79 Tenants agree that no more than ____ people will live in the Leased Premises without the
80 written permission of Owner.
81

82 VII. FAILURE TO GIVE POSSESSION
83

84 Owner shall not be liable if he cannot give Tenants possession on the beginning date of
85 the term.
86

87 VII. PETS
88

89 Tenants shall keep no pets or animals of any kind on or in the leased premises.
90

91 IX. UTILITIES

92 Tenants will arrange and pay for all utilities and services including, but not limited to, gas, heat,
93 water, sewer, electric, trash, recycling and cable television. Owner has no obligation to provide
94 (or liability for not providing) the utilities Tenants pay for. Expenses said by Owner related to
95 these utilities will be reimbursed from the tenants. Proof of trash service from tenant may be
96 required to verify service. Damage to the equipment or appliances supplied by Owner caused by
97 Tenants' act or neglect, may be repaired by Owner at tenants' expense. Repair costs will be
98 added to Rental Fees or deducted from Tenants' Security Deposit at Owner's discretion.
99

100 X. SNOW AND ICE

101
102 Tenants shall be responsible for all snow and ice removal.
103

104 XI. License Fees

105
106 Any license fees or head tax assessments by the Town of Bloomsburg on a per tenant
107 basis are payable on demand to the Owner. Should any tenant fail to pay any license fee or head
108 assessment tax, Owner is hereby authorized to deduct said sum from the tenant's security deposit
109 plus a \$30 administrative fee.
110
111

112 XII. PARENTAL RENT GUARANTEE FORMS

113
114 Each tenant must return a signed Parental Guarantee Form no later than 30 days prior to
115 the commencement of the above lease term. Tenants understand that failure to return Parental
116 Rent Guarantee Forms does not relieve them of any duties or obligations set forth in this
117 Lease Agreement, including, but not limited to, Tenants' duty to pay rent.
118
119

120 XIII. INSPECTIONS

121
122 Tenants agree that Owner and people working for Owner may go into the Leased
123 Premises at reasonable times. Owner and people working for Owner may inspect, make repairs,
124 do maintenance, and show the Leased Premises.
125
126

127 XIV. RENEWAL OF LEASE

128
129 If Tenants wish to renew the Lease Agreement they must provide written notice to Owner
130 in a timely manner. Renewal shall be at the discretion of the Owner.
131

132 XV. REPLACEMENT TENANTS/EARLY TERMINATION

133
134 Tenants shall not be relieved of the duty to pay rental fees from failure to take possession
135 or failure to occupy the leased premises or early removal from the leased premises. Owner may,
136 at his discretion, accept a replacement tenant for any tenant that fails to occupy or take
137 possession of the leased premises or who vacates the leased premises prior to the expiration of

138 the leased term provided that the replacement tenant executes a Lease Agreement provided by
139 Owner. Nothing in this section shall require the Owner to accept a replacement tenant, mitigate
140 his damages, or otherwise release a tenant from any of the duties or obligations set forth on this
141 Agreement including, but not limited to, a tenant's obligation to pay rent.

142

143 XVI. INSURANCE

144

145 Owner agrees to have insurance on the building where the leases premises is located.
146 Tenant's property is not insured by the Owner's insurance. Tenants are responsible for their own
147 property that is located at the Leased Premises.

148

149 XVII. OWNER'S RIGHTY TO PUT A MORTGAGE ON THE LEASE PREMISES

150

151 Tenants agree that Owner has the right to put a mortgage on the Leased Premises. Of
152 Owner has a mortgage on the Leased Premises now, or if the Owner gets a mortgage later,
153 Tenants agree that this Lease Agreement is lower in right to the mortgage that Owner has put on
154 the Leased Premises.

155

156 XVIII. CARE OF LEASED PREMISES

157

158 Tenants are responsible for, and will take good care of, the Leased Premises and all of the
159 property in and around the Leased Premises. Tenants agree to pay for any damage which is
160 the fault of Tenants, Tenants' family and Tenants' guests. Tenants agree to move out and give
161 back the Leased Premises when the Lease Agreement ends.

162 Owner will repair the plumbing, heating and electrical systems unless caused by Tenants'
163 acts or neglect. In that case Tenants must, at Tenants' cost, make all repairs and replacements.
164 Drain lines and waste lines are the responsibility of the tenant. If anything is found in a sewer
165 line besides human waste the repair of damages and service charge will be the responsibility of
166 the tenant(s). If Tenants fail to make a needed repair or replacement, Owner may do it. Owner's
167 costs will be added to Rental Fees or deducted from Tenants' Security Deposit at Owners'
168 discretion.

169

170

171 XIX. DAMAGE TO LEASED PREMIISES

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173 Tenants agree to notify Owner immediately is the Leased Premises is damaged by fire or
174 other cause. Tenants agree to notify Owner if there is any condition that could damage the
175 Leased Premises or harm Tenants or others. Tenants agree that if the Leased Premises is
176 damaged or destroyed and Tenants end the Lease Agreement, Owner has no further
177 responsibility to Tenants.

178

179 XX. FIRE PROTECTION

180

181 Space heaters are prohibited on the Leased Premises. Tenants are not allowed to tamper
182 with smoke detectors. Tenants must report inoperable smoke detectors to Owner immediately.

183

184 XXI. LIMIT OF RECOVERY AGAINST OWNER

185 Tenants are limited to Owner's interest in the Leased Premises for payment of a judgment
186 or other court remedy against Owner.

187
188 XXII. VIOLATION OF LEASE AGREEMENT BY TENANTS

189
190 WHEN TENANTS DO NOT DO SOMETHING THAT TENANTS HAS AGREED T O
191 SO, TENANTS BREAKS THIS LEASE.

192 IF TENANT BREAKS THIS LEASE, TENANT MAY LOSE TENANT'S SECURITY
193 DEPOSIT.

194 IF TENANT BREAKS THIS LEASE, OWNER ALSO CAN SUE TENANT FOR
195 OTHER EXPENSES AND MAY GO TO COURT TO REMOVE TENANT FROM THE
196 LEASED PREMISES.

197 OWNER MAY SUE ONE OR ALL TENANTS FOR BREAKING THIS LEASE.
198 TENANT BREAKS THIS LEASE IF TENANT:

- 199 a. DOES NOT PAY RENT OR OTHER CHARGES TO OWNER ON TIME;
200 b. LEAVES THE LEASED PREMISES FOR GOOD WITHOUT THE OWNER'S
201 PERMISSION BEFORE THE END OF THE LEASE.
202 c. DOES NOT LEAVE THE LEASED PREMISES AT THE END OF THE LEASE;
203 d. DOES NOT DO ALL OF THE THINGS THAT TENANT AGREED TO DO IN
204 THIS LEASE.

205 IF TENANT BREAKS THE LEASE, EACH TENANT AGREES TO GIVE UP THE
206 RIGHT TO HAVE NOTICE TO LEAVE, ALSO KNOWN AS A NOTICE TO QUIT . THIS
207 MEANS THAT THE OWNER MAY FILE A LAWSUIT IN COURT ASKING FOR A COURT
208 ORDER EVICTING EACH TENANT FROM THE LEASED PREMISES WITHOUT GIVING
209 EACH TENANT NOTICE TO QUIT FIRST. OWNER DOES NOT HAVE THE RIGHT TO
210 THROW TENANTS OUT OF LEASED PREMISES. OWNER MAY ONLY EVICT
211 TENANTS BY COURT ACTION.

212 THE OWNER DOES NOT HAVE THE RIGHT TO SUE IN COURT FOR EVICTION
213 UNLESS A TENANT HAS BROKEN THE AGREEMENT IN THIS LEASE. EVEN
214 THOUGH EACH TENANT IS GIVING UP NOTICE TO QUIT, EACH TENANT WILL
215 HAVE A CHANCE IN COURT TO HAVE A JUDGE DECIDE ON OWNER'S CLAIM FOR
216 EVICTION.

217 IF TENANTS BREAK THE LEASE AGREEMENT, THE OWNER MAY SUE EACH
218 TENANT IN COURT:

- 219 a. TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES
220 CAUSED BY TENANT'S BREAKING THE AGREEMENTS IN THIS LEASE;
221 b. TO GET THE LEASED PREMISES BACK (EVICTION);
222 c. TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR
223 UNTIL ANOTHER PERSON MOVES INTO THE LEASED PREMISES AS A NEW
224 TENANT.

225 IF OWNER WINS A LAWSUIT AGAINST TENANT, OWNER CAN USE THE
226 COURT PROCESS TO TAKE TENANTS' PERSONAL GOODS, FURNITURE, MOTOR
227 VEHICLES AND MONEY IN BANKS.

228 XXIII. ATTORNEY'S FEES AND COSTS

229 Tenants will pay to Owner all reasonable costs and expenses Owner incurs to enforce this

230 Lease Agreement or to collect any sums due under this Lease Agreement. This includes
231 attorney's fees , charges from collection agencies and court costs.

232
233 **XXIV. LEASED PREMISES "AS IS"**

234
235 Tenants have inspected the Leased premises. Tenants agree that the Leased Premises are
236 in good order and repair and take the Leased Premises as is.

237
238 **XXV. PARAGRAPH HEADINGS**

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240 The paragraph headings are for convenience only. They should be not used to interpret
241 the Lease Agreement.

242
243
244 **BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THEY**
245 **WILL BE LEGALLY BOUND HEREBY. EACH TENANT FURTHER STATES THEY**
246 **HAVE READ THE LEASE AGREEMENT AND HAVE CONSULTED AN ATTORNEY**
247 **REGARDING ANY QUESTIONS THEY MAY HAVE CONCERNING THE TERMS OF**
248 **THIS LEASE AGREEMENT. BY SIGNING THIS LEASE, TENANTS AGREE THAT**
249 **THEIR LIABILITY WILL BE JOINT AND SEVERAL. THIS MEANS THAT EACH**
250 **INDIVIDUAL TENANT IS FULLY RESPONSIBILITY FOR PERFORMING ALL**
251 **OBLIGATIONS.**

252
253
254
255 **OWNER:** _____ Date

256
257
258 **TENANTS:** _____ Date
259
260 _____
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