



800 Grant Street
Indiana, PA 15701
Ph: 724-463-3733 Fax: 724-463-3736
www.iupstudenthousing.com

Lease Agreement

This lease, dated _____, by and between Dave Moore Townhomes, 800 Grant Street, Indiana, Pennsylvania, 15701, who are referred to in this Agreement as "Landlord", and the undersigned individual(s), who are referred to both individually and collectively as "Tenant" in this agreement and, who are legally bound by this agreement both as individuals and as a group.

Tenant #1:

Tenant #2:

Tenant #3:

Tenant #4:

1. **Lease Property.** Landlord leases unto the Tenant the apartment on _____, which is situated in the Borough of Indiana, Indiana County, Pennsylvania, 15701 to be used and occupied as a living apartment only and for no other purposes, upon the following terms and conditions.

A. Term of this Lease: Fall 20XX-Spring 20XX

B. Commencement date of Lease: _____

C. Expiration date of Lease: _____

D. Total rental for entire term payable by Tenant to Landlord \$ _____

E. Periodic Rental Payment Due Dates:

Fall 20XX: July 15, 20XX \$ _____/semester

Spring 20XX: November 15, 20XX \$ _____/semester

In the event the Tenant does not move into the Rental Unit for any reason, Tenant is still liable for the terms of this Lease. Each person signing this Lease will be liable for the entire Payment and other charges identified in this Lease.

2. **Parking.** This lease does **NOT** include parking.

3. **Late Fee.** If all rent is not paid in full on or before the due date, a late fee of \$50.00 shall be charged. If all rent is not paid with ten (10) days after the due date, an additional amount of \$1.00 per day will be charged for each day that the rent is late. If any check is returned for any reason by a bank, there shall be a \$25.00 fee charged to the Tenant. Students utilizing financial aid, upon providing written evidence, will not be assessed the late fee unless university releases funds and student fails to pay within 5 days of funds being released.

4. **Security Deposit.** Upon execution of this Lease, each Tenant shall pay a security deposit in the amount of \$500.00 per individual tenant. Tenant may not use the security deposit as payment for any rent due. The security deposit shall be held by the Landlord as a security to make certain that the Tenant performs in accordance with the Tenant's obligations as contained in this Lease, as well as to pay for any damages or repairs necessitated by the conduct of the Tenant, the Tenant's guest or the Tenant's family. The deposit is non-refundable if Tenant does not occupy leased premises. An inspection form shall be provided to each unit on move-in. The form is to report the condition of the Residential Property and is not a request of maintenance or repairs. Within Forty-eight (48) hours after move-in, Tenant shall note any defects or damages on the form, and deliver the form to Dave Moore Townhomes, 800 Grant Street Office, Indiana, PA 15701. Failure of Tenant to return this form shall be deemed as Tenant's acceptance of the Residential Property to be in good

and clean condition. The Landlord shall have the right to deduct from the security deposit any amount due and owing to the Landlord, including any costs to professionally clean the rental unit or carpets. Any charges assessed for damages shall be divided equally among all Tenants, and deducted from the total security deposit for the rental unit. The Landlord shall not be responsible for returning any portion of the security deposit to the Tenant unless the Tenant provides to the Landlord in writing at the termination of the Lease, the Tenant's forwarding address. The Landlord shall forward to each Tenant the Security Deposit, less any deductions within thirty (30) days following the termination of the Lease.

5. LEGAL LIABILITIES. EACH INDIVIDUAL TENANT WHO EXECUTES THIS LEASE SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR ALL OBLIGATIONS UNDER THE LEASE WITH THE OTHER INDIVIDUAL TENANTS. EACH INDIVIDUAL TENANT WHO SIGNS THIS AGREEMENT IS RESPONSIBLE FOR THE ENTIRE AMOUNT OF ANY RENT OR CHARGES, AND IS RESPONSIBLE FOR ALL DAMAGES CAUSED BY ANY OF THE OTHER INDIVIDUAL TENANTS OR THOSE TENANTS GUESTS OR FAMILY, AS WELL AS THE FAILURE OF ANY OF THE TENANTS TO MEET THEIR OBLIGATIONS UNDER THE LEASE. IF ANY OF THE INDIVIDUAL TENANTS FAIL TO PAY THE RENT WHEN DUE, THE LANDLORD HAS THE RIGHT BUT NOT THE OBLIGATION TO EXCLUDE EACH TENANT FROM THE PREMISES AND IF ALL THE RENT IS NOT PAID IN A TIMELY MANNER, THE LANDLORD HAS THE RIGHT TO REFUSE TO ALLOW TENANT TO TAKE POSSESSION OF THE LEASED PROPERTY, BUT TENANT WILL STILL BE RESPONSIBLE FOR PAYING ALL RENT IN FULL. BY SIGNING THIS LEASE, EACH INDIVIDUAL TENANT AGREES TO BE RESPONSIBLE FOR ALL OBLIGATIONS UNDER THIS LEASE. EACH INDIVIDUAL TENANT AS WELL AS ALL THE INDIVIDUAL TENANTS AS A GROUP SHALL BE RESPONSIBLE FOR ALL OBLIGATIONS UNDER THIS LEASE. TENANTS AGREE TO ABIDE BY ALL INDIANA BOROUGH ZONING AND ORDINANCES

6. Utilities. The Tenant shall be responsible for paying electric, water, cable/internet, telephone (optional) and shall establish an account with the utility company. If after the Lease period commences, and Dave Moore Townhomes receives a bill from a utility for which the Tenant is responsible, Dave Moore Townhomes has the right to pay the bill and charge the Tenant for reimbursement of said bill, in addition to a penalty charge of fifty dollars (50) per bill processed by Dave Moore Townhomes. The Tenant is responsible for paying these amounts currently and must pay in full amounts due to any utility company prior to termination of the Lease. The Tenant acknowledges that the Landlord has the right to temporarily interrupt utility service to facilitate repairs or alterations made in the rental unit or elsewhere on the Landlord's property. The Landlord shall have no liability for the failure to supply any utility if such failure is beyond the Landlord's control or if it is necessary for the landlord to maintain or repair any utility service to the rental unit of the Landlord's property. In such circumstances, the Landlord shall not be responsible for any damages to the Tenant's personal property.

7. Rules for use of Leased Property. Some of the rules may constitute a waiver of certain rights existing under current law. The Tenant agrees to use the Leased property only as a personal residence of the Tenant, and shall have no right to transfer or sublet this Lease without prior written consent of the Landlord nor should the tenant lease any part or portion of the property to anyone without Landlord written consent. The Tenant shall exercise due care while using any part of the Leased property, and shall not engage in any type of conduct that unduly annoys or unreasonably disturbs any other resident or violates any laws. Tenant agrees to keep the Residential Property in a clean and sanitary condition and in as good a condition as when the Lease began, excepting normal wear and tear. Normal wear and tear means deterioration which occurs without negligence, carelessness, accident, or abuse.

In addition to any other rules that may be enacted from time to time, Tenant agrees to the following:

- a. The sidewalks, entries, stairways, common areas shall not be obstructed or encumbered, nor used for recreation, nor any other purposes other than intended and other than ingress and egress.
- b. No animals, birds, or pets of any kind shall be brought or kept in or about the leased premises or the building. In violation of this condition, Tenants shall pay the sum of fifty dollars (50) per report of a pet in the Residential Property. Payment of this fine does not cure the default caused by

the presence of the pet. After notification of a pet violation, an unannounced inspection to verify the removal of the pet will be conducted.

c. Tenant shall not apply any wall coverings to the walls and windows of the leased premises or mark, paint, drill into, or in any way injure, deface or damage any wall, window ceiling, door, frame, partition, floor, wood, wiring fixture, furniture, cabinetry, appliances, electrical systems, or plumbing systems. Any damage to the leased premises shall be immediately reported to the Landlord. Tenant shall not use any window shades, blinds, draperies or awnings that are not approved by the Landlord.

d. No additional locks shall be placed on the doors.

e. Tenant shall not use any other method of heating or air-conditioning other than that supplied by the Landlord.

f. The tenant shall be charged \$20.00 for the loss of a key. Tenant agrees to return keys at the termination of occupancy or pay Landlord the sum of \$100.00 for lock replacement

g. The Tenant shall be charged \$25.00 if the Tenant is locked out of the premises and the Landlord must obtain access for the Tenant during business hours, Monday through Friday, 8am-4pm. After 4:00 and on weekends, the charge is \$50.00.

h. A service charge of \$75.00 will be charged to the Tenant if the landlord is called to unclog a toilet. Landlord will not be liable for any clogged toilet unless a sewage line problem or toilet manufacturer defect is the source of the clog.

i. No beer kegs shall be permitted in the Leased Property or on the Landlord's property. The landlord shall have the right to remove from the premises any beer kegs or taps without need to pay the Tenant for the beer kegs or taps.

j. Any fire extinguisher discharged, shall be replaced by the Landlord and the Tenant shall be charged \$35.00 to replace the fire extinguisher and \$75.00 cleaning fee.

k. Garbage shall be disposed of properly.

l. Recycling containers shall be provided by the Landlord and the Tenant shall be responsible for any damage or theft of the container. The Tenant will be charged \$15.00 to replace a damaged or missing recycling container.

m. The Tenant shall be responsible for any damages caused by the Tenant's failure to properly maintain the Leased Property including the failure to maintain heat for the premises during school breaks.

n. The Tenant shall be responsible for replacing light bulbs.

o. The Tenant is responsible for obtaining a shower curtain and hooks. any damages caused because of Tenant's failure to obtain a shower curtain or by not properly closing it, will be charged to the Tenants.

p. Tenant is responsible for cleaning the Leased Property, hiring professionals to clean carpet and wax tile, if tile is present, and providing a copy of their receipt for payment at the end of the Lease.

q. No more than five guests are permitted in the Leased Property at one time.

r. There is to be No Loitering on porches.

s. No burning of candles or incense at any time.

t. Tenant agrees that only the individual Tenants who have signed this Lease may occupy the Leased Property for more than two (2) consecutive days Said occupancy will be a breach of the terms of this lease.

u. Smoke Detector: Landlord has installed one or more smoke detectors on the Residential Property. Tenant is responsible for replacing the batteries. Tenant shall notify Landlord of any problems with smoke detectors. Landlord shall repair or replace any smoke detector that is defective. Tenant shall be responsible to test each smoke detector each month during the Lease period to insure proper operation and to promptly notify the Landlord of any apparent defects.

Tenant releases, indemnifies, and agrees to hold the Landlord harmless from and against any liability arising from Tenant's failure to fulfill its obligations in regards to smoke detector safety.

v. The Clean Indoor Air Act of 2008 states that all walkways, hallways, and common areas are to be smoke free as of September 11, 2008. No smoking substances of any kind in or on the leased premises will be tolerated on Dave Moore Townhomes property, including inside apartments. If you choose to smoke or allow guests to smoke, the smoke accumulating in a small area will result in Tenants being charged for painting, possible carpet replacement, window blind replacement, and/or furniture replacement. If there is an accumulation of cigarette butts outside of an apartment

tenant will be charged for clean-up.

w. Tenant shall not cause any unnecessary labor, by reason of carelessness and indifference to the preservation of good order and cleanliness in the leased premises and in the building, i.e. cigarette butts, broken glass, trash, outside of apartment grounds. If this rule is violated, a clean up fee will be charged accordingly.

x. Tenant shall only cook in the apartment on the kitchen range. Tenant shall not cook, barbecue or grill in or about the leased premises.

Y. No furniture provided by landlord may be used outside at any time for any reason.

z. Parent or guardian **must** sign and complete Parental Guaranty form prior to move in

aa. Parking lots are permit parking only. No student gatherings/parties may take place in the lot.

bb. Any person that stays beyond the lease term will be subject to eviction and shall be required to pay a fee in the amount of \$50.00 per day.

If Tenant violates any rule or regulation, tenant is in violation of the terms of this lease, and may be subject to eviction in accordance with the law. In addition, violation of any rule by one Tenant may result in eviction of all Tenants.

8. **Liability.** Dave Moore Townhomes disclaims, and Tenant waives to the fullest extent permitted by law, any liability of the Landlord that may arise from the loss, damage, or destruction of Tenant's property and from injury to any person on the Residential Property unless such damage or injury is caused by the gross negligence of the Landlord. Tenant agrees to notify Landlord immediately of any dangerous or potentially dangerous conditions on or about the Residential property. Landlord shall insure the building, but not the tenant's contents, against loss from fire and extended liability. Landlord does not insure tenant's property against loss, theft, and damage.

Landlord strongly recommends that Tenant secure his/her own insurance coverage for protection against liability and loss of personal property.

9. **Repairs.** The Tenant shall be responsible for all repairs to the Leased property, the appliances, and all personal property of the Landlord which are caused by the conduct or lack of care of the Tenant, the Tenant's family or the Tenant's guest. The Tenant shall have the responsibility to promptly notify the Landlord of any repairs that need to be made to the premises or the Landlord's personal property located in the residence. Any repairs necessitated by the conduct of the Tenant, the Tenant's family or the Tenant's guest shall be made only by the Landlord's workmen and paid for by the Tenant within 5 days after the bill is presented to the Tenant.

10. **Right to enter.** The Landlord or any person authorized by the Landlord shall have the right to enter the Leased property at reasonable times to inspect the property, to make repairs, as needed to enforce this lease, as well as to show to prospective tenants. In case of emergency, the Landlord shall have the right to enter anytime, if the landlord reasonably believes that the Tenant has violated any provision of this Lease, including those provisions that constitute violations of any local or state law or ordinance. The Landlord shall also have the right to inspect the leased Property if contacted by any law enforcement officials to come to the residence because of any complaints, including loud noise.

11. **Damage to Leased Property.** If the Leased property is damaged by fire or otherwise, and the Landlord is able to repair it within a reasonable time, the rent shall continue. If the Landlord is unable to repair it within a reasonable time and the Leased Property cannot be used because of the extent of damages, the Lease shall terminate and the Tenant, upon payment of all rent to the date the Leased Property is surrendered, shall not be liable for any further rent. If only a portion of the residence is damaged to the extent that it may not be used, the Tenant may, with the mutual agreement of the Landlord, choose to continue possession and shall be entitled to a pro rata reduction in the amount of rent as agreed upon by the parties. If the repairs are not made within a reasonable period of time after an agreement is reached between the Landlord and the Tenant, the Tenant shall have the right to terminate the Lease.

12. **Right to Terminate.** **If the tenant does not meet his obligations under this lease, the tenant may lose the tenant's right to remain in the leased property, as well as to pay money to the landlord. this section contains a waiver of the tenant's right pursuant to law. if the tenant shall fail to meet the tenant's obligations under this lease, or abandons the premises, the tenant shall be in default. the tenant has certain legal rights pursuant to 68PaC.S.A. Each Tenant agrees to waive notice to quit. The Tenant agrees that the landlord is under**

no duty to notify the tenant of any breach of any obligation under the lease or to notify the tenant of a default prior to filing a complaint in court. The landlord shall have the right to pursue any or all of the following remedies in the event of a default.

- a. Terminate this Lease
- b. have the Tenant removed from the premises
- c. Sue the Tenant for reasonable damages including all amounts of rent due and owing as well as any other charges
- d. Sue the Tenant for attorney's fees and costs, as well as any other damages that may have been suffered by the Landlord as the result of the Tenant's failure to meet the Tenant's obligations under this Lease.

13. **Entire agreement.** This agreement represents the complete and entire agreement between the parties and there are no other written or oral agreements or understandings between parties. Any amendment to this Lease must be in writing executed by the Landlord and the Tenant.

14. **Successors and Assigns.** This Lease is binding upon both parties or any other persons that might have the same legal rights as either the Landlord or the Tenant, as a result of any subsequent transfer of the property on the part of the Landlord or assignment of the Tenant's interest in the Lease with the written permission of the Landlord.

TENANT AGREES LANDLORD GAVE TENANT TIME TO REVIEW THIS LEASE. IF LEASE TERMS ARE NOT UNDERSTOOD, TENANT IS ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES HE OR SHE HAS READ, UNDERSTANDS, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF SAID LEASE.

ANY ORAL OR WRITTEN AGREEMENTS MADE BEFORE SIGNING THIS LEASE WHICH ARE NOT INCLUDED IN THE LEASE ARE NOT PART OF THIS LEASE UNLESS DOCUMENTED IN WRITING.

15. **Mortgages, Deeds of Trust, etc.** This Lease is subject to all present or future mortgages or deeds of trust affecting the leased premises; and Tenant shall execute and deliver, upon request of Landlord, any and all necessary documents to subordinate this Lease to any such mortgage or deed of trust. If requested, Tenant shall execute any certificates requested by any mortgage concerning this Lease and payment of the rentals due hereunder.

WITNESS _____	TENANT _____
WITNESS _____	TENANT _____
WITNESS _____	TENANT _____
WITNESS _____	TENANT _____

BY _____ (Dave Moore Townhomes - Landlord)