

# RESIDENTIAL LEASE

This Lease is made this \_\_\_\_\_ day of \_\_\_\_\_ by and between  
\_\_\_\_Brookside Acres Investments\_\_\_\_, hereafter called the "Landlord" and  
\_\_\_\_\_ jointly and severally, hereafter called the "Tenant".

## Description and Term of Lease

1. The Landlord, for and in consideration of the rents to be paid as stated herein and the performance of all the agreements provided within this Lease, does hereby lease to the Tenant the following premises:

Address 104 E. Main St., Apt. \_\_\_\_\_

City Bloomsburg \_\_\_\_\_ State PA \_\_\_\_\_ Zip 17815 \_\_\_\_\_

For a term commencing at noon on Monday, May 18, 2015 and expiring at noon on the Sunday following the Saturday on which Bloomsburg University holds its undergraduate commencement exercises in May 2016.

## Rent

2. For rent of the premises over the term set forth in paragraph one, the Tenant agrees to pay the Landlord a total of \$\_\_\_\_\_. The Tenant agrees to pay the said rent by paying:

\$ \_\_\_\_\_ on or before **May 1, 2015**  
\$ \_\_\_\_\_ on or before **August 1, 2015**  
\$ \_\_\_\_\_ on or before **December 1, 2015**

## Remedies In the Case of Default and Late Charges

3. It is expressly agreed that timely payments are the very essence of this agreement. If the Tenant defaults in the payment of rent and the rent remains unpaid for 4 days after it becomes due. The Tenant shall pay a "late charge" of \$ 5.00 per day to compensate the extra expense of handling late payments. **If payment of said rents remains unpaid for 15 days after it becomes due, tenant shall pay a penalty of \$100 in addition to the per diem late fee as mentioned above.** If a personal check is returned from the Tenant's bank for any reason, the Tenant shall pay a "returned check charge" of \$25 in addition to the per diem late fee as mentioned above. Tenant shall pay remittance against the returned check in the form of a money order or cashier's check and all further rent payments to the Landlord shall be made in the form of a money order or cashier's check.

The right of the Landlord to make a charge for a late payment should not be construed to be a grace period. Acceptance of late rental payments with any late charges from the Tenant shall not waive the Landlord's right to timely payments in the future. In the event any rent is due and unpaid the provision above for a late charge shall not exclude other remedies provided by law. If the Tenant defaults in rent payments or in any of the agreements contained herein, then it shall be lawful for the Landlord, or the Landlord's attorneys, representatives or assigns to reenter into, repossess the premises, and remove and evict the Tenant and every other occupant by any lawful means.



means of this Lease the premises to the Landlord in the same condition as at the date of the execution of this Lease, except for reasonable wear, or alterations or repairs by the Landlord. Tenant agrees to keep all appliances furnished by the Landlord in good condition, except for ordinary wear from careful usage on the part of the Tenant.

In the event the said premises are not maintained in this manner by the Tenant, the Landlord may enter same and return it to good condition and the Tenant agrees to pay the expenses of the Landlord in so doing, in addition to the rent agreed to herein.

The Tenant shall be obliged to maintain the structure and appliances according to all applicable instruction manuals and by common sense and should the Landlord or its agents in attempting to make repair find that the Tenant has failed to comply herewith or by improper use has caused or contributed to the cause of the failure all charges related to the repair, including parts and labor, shall be paid by the Tenant as damages.

Any damage to the premises, appliances, furniture or other property of the Landlord caused by the act or neglect of the Tenant, or the Tenant's guest(s) shall be promptly repaired by the Tenant or the Landlord may demand immediate payment for same as damages whether or not the Landlord has repaired same. The options of the Landlord listed herein shall not limit the Landlord's remedies under other provisions of this Lease or under law.

### **Clogged Drains**

8. Tenant is responsible for unclogging any drains that become stopped up during occupancy or for any damage caused by overflows caused by clogged drains.

### **RESERVED**

9. RESERVED.

### **Landlord's Obligations to Repair**

10. The Landlord shall repair damages to the appliances or structure not caused by the act or neglect of the Tenant, or the Tenant's guest(s) which substantially interferes with the Tenant's quiet enjoyment of the premises. Requests for repairs must be in writing to the Landlord. The Landlord shall in no event be responsible for loss of or damage to any of the Tenant's possessions from appliance failure, water leak, water backup, fire, theft, vandalism, or disappearance of the Tenant's property regardless of the state of security of the premises.

**NOTICE:** The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Renter's Policy of Insurance.

Tenant hereby agrees to purchase a renters policy of insurance covering their possessions.

### **Condition of Premises at Commencement, Inventory Checklist.**

11. The Tenant hereby accepts the premises and all the furnishings therein in good condition and presumes that the inventory list is correct in all particulars and that the premises are in good condition. The purpose of the inventory list is solely for assessing damages and does not obligate the Landlord to provide or repair any item listed but not found on the premises.

### Access to Premises By Landlord

12. The Tenant agrees that the Landlord or the Landlord's agents shall be allowed to enter the premises at all reasonable times, for inspecting or examination of same, to make repairs or modifications to same or for exhibiting the same to potential tenants or buyers or to government officials or underwriters.

### Sale of the Premises By the Landlord

13. Should the Landlord sell or transfer the management of the premises during the term of this Lease the Tenant's security deposit shall be transferred to the new owner and/or manager. Upon written notification to the Tenant of such transfer the Eviction Tenant shall discharge the Landlord from any liability relating to the security deposit and shall hold only the new owner and/or manager liable for the security deposit and all related requirements and responsibilities.

### Tenant Responsibilities

14. Tenant is responsible for the following checked items and shall pay the same at no expense to the Landlord:

Gas \_\_\_ Electricity \_  
Other : Cable TV

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### Fees

15. The following fees shall be charged for replacement items:

Replacement key                      \$ \_Cost\_\_\_\_\_

Replacement door locks              \$ \_Cost\_\_\_\_\_

### Assignment

16. The Tenant agrees not to lease, sublet nor assign the Tenant's rights and obligations under this Lease to any other person or persons without the express written permission of the Landlord. The Tenant's rights and obligations under this Lease shall continue in full force should the Landlord's obligations under this Lease be reassigned or transferred.

### Notices

17. All required notices to the Tenant shall be sent to the address of the premises leased hereby. All notices required to be given to Landlord by law or by this Lease, shall be addressed to:

### Rental Payments:

**Brookside Acres Investments, LLC**  
P.O. Box 903  
Bloomsburg, PA 17815

Phone :            570-854-1317 (Cindy) or 570-441-6900 (Fred)

**Repairs & Emergencies:** Contact the building manager, Brad Lupini in Apt. E or 570-387-8657, or for emergencies, contact our handyman, Allen Whitehair at 570-394-2470.

## **Eviction**

18. Should the Tenant fail to timely pay rent or utility charges, fail to comply with any of the other terms or agreements contained in this Lease or in the use of these premises, violate any law, ordinance, rule or regulation of any governmental authority, whether civil or criminal, the Landlord may terminate this Lease and may proceed to evict the Tenant from the premises as provided by state law. In the case of such termination, the Tenant agrees to indemnify the Landlord against all losses of rent incurred by reason of such termination, during the remaining term of this Lease.

It is forbidden for Tenant, any member of Tenant's household or any person under Tenant's control to possess, manufacture, deliver or possess with intent to deliver any controlled substance or counterfeit controlled substance. And should Tenant or any of those above-mentioned who are responsible to him be deemed by Landlord to have violated this Section, and should a police report to that effect have been filed by the police or by the Landlord, Tenant may be evicted upon proper legal service.

## **Surrender of or Holding Over of Premises**

19. Notice to renew or not to renew this Lease must be given by the Tenant to the Landlord in writing not less than thirty days prior to termination of this Lease.

20. Upon termination of this Lease (or termination of any renewal of same) the Tenant shall surrender possession of the premises in the same good order as at commencement of the lease period. It is agreed specifically that only when all keys have been returned to the Landlord and all of the Tenant's property has been removed from the premises (subject to paragraph 21 below pertaining to "Abandoned Property") shall the Tenant be deemed to have surrendered possession and further, that Tenant may continue to be charged rent until possession is surrendered as herein provided.

21. When the Tenant vacates the premises the Landlord (or the Landlord's agent) shall inspect the premises and itemize damages against the **Inventory Checklist**. The security deposit will be used to repair any such damages or any other obligation against said security deposit including but not limited to any unpaid rent. Within 30 days of the Tenant terminating occupancy the Landlord shall mail an itemized list of damages claimed for which the security deposit may be used, including any estimates of repair costs for each property damaged item and the amounts and basis on which he intends to assess the Tenant. The list shall be accompanied by a check or money order for the difference between damages claimed and the amount of the security deposit, but should the amount assessed exceed the amount of the security deposit, the list of damages shall constitute an enforceable demand for payment of such excess by the tenant.

## **Abandoned Property**

22. When the Tenant vacates the leased premises, should he leave any personal property or vehicles on or about the premises or common areas of those and adjacent premises and should such property remain uncollected and unclaimed by the Tenant after 30 days from the time of vacating, such personal property or vehicles may be deemed to be willfully abandoned and may be disposed of in any manner convenient for and chosen by the Landlord or the Landlord's agent without notice to Tenant. The cost of such disposal and/or storage of abandoned property may be deducted from Tenant's security deposit or Landlord may demand immediate payment.

### **Fire, Wind or Flood Damage**

23. If the premises are partially damaged by fire, the elements or other causes which are not caused by the acts or failures to act by the Tenant or their guests, then the premises shall be repaired by the Landlord with reasonable dispatch, and if the Tenant cannot occupy the premises during such repairs without substantial inconvenience there shall be a proportionate reduction of rent allowed. The Landlord shall have no further liability save the proportionate reduction of rent even if repairs are delayed for any reason. If the damages to the premises substantially destroys the premises the Landlord shall have the option to rebuild or repair the premises or to declare in writing this Lease null and void whereupon all responsibilities between the Landlord and the Tenant for the remaining term of this Lease shall cease.

### **Severability and Waiver**

24. Invalidation of any of the provisions of this Lease by statute, court order, or judgment shall not affect any of the other provisions herein contained. Any provision of this Lease invalidated by any decision of the Supreme Court of this state or the United States published not less than 90 days prior to the execution of this Lease shall be null and void and this Lease shall be read as if such provisions were excluded. Waivers of any covenant, condition, obligation, rule or regulation by the Landlord is not a waiver or further breach of the same.

### **Construction of Term**

25. This Lease, the Inventory Check List and any other documents appended to this Lease, contains each and every one of the agreements under this Lease. Any modifications must be entered in writing on all said copies of said Lease.

The absence of any such entry shall be construed as a conclusive presumption that no such modification was agreed to, and the absence of any such modification from any copy shall exempt any party whose copy has not been so modified from any responsibility indicated by such modification.

Each party hereby releases the other party from all liability arising from any loss, damage or injury caused by fire or other casualty for which the other party carried an insurance policy which permits waiver of liability and waives the insurer's rights of subrogation, to the extent that the insured party receives compensation under the policy.

Nothing contained in this Lease shall be construed as releasing either party from a duty to minimize or mitigate any damages to the other party.

### **OTHER RESTRICTIONS**

26. Pets \_NO\_ Kerosene Heaters \_NO\_ Window Air Conditioners \_By prior arrangement.  
Washer/Dryer \_NO\_ Waterbeds \_NO\_ Space heaters \_NO\_  
Tenant will pay for minor repairs under \$25.

**DISPUTE RESOLUTION**

27. Each party agrees that they have a common interest in preventing and resolving misunderstandings and differences of interpretation that may arise out of or related to this Lease. To this end, should any such dispute arise out of or relating to this Lease, including tenant/tenant disputes, each party agrees to immediately submit the dispute to mediation in an attempt to reach a voluntary resolution. Each party agrees to retain the local Resolution Center, an independent Community Program operating under state law, as the neutral, non-adversarial dispute resolution service provider for duration of this Lease.

28. In witness whereof that parties hereunto set their hands this day and year as written above:

\_\_\_\_\_  
Landlord –

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord –

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant –

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant –

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant –

\_\_\_\_\_  
Date

Tenant Home Address(es) and phone number(s):