

UNIVERSITY SQUARE RENTALS

LEASE AGREEMENT

This Lease , made this _____ day of _____ , _____ by and between

UNIVERSITY SQUARE RENTALS, which is located at 1163 Grant Street, Indiana, Pennsylvania, 15701; who are referred to in this Agreement as “Landlord”; and agreed upon by the persons signing below, 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 collective group.

- 1) **LEASED PROPERTY.** Tenant Leases from Landlord, the premises located at:

_____ Indiana, Pennsylvania 15701.

- 2) **TERM.** This Lease shall begin on _____ , _____ .
and end on _____ , _____ .

- 3) **EARLY OR EXTENDED POSSESSION.** Tenant shall not have the right to occupy the Leased Property prior to the beginning of, or after the end of the Lease unless the Landlord grants the Tenant permission to do so. Such permission to move in early or stay beyond the end of this Lease shall be at the sole discretion and approval of the Landlord and may require a written agreement and/or an additional fee in order for the Tenant to do so. If Tenant shall occupy the Leased Property before or after this Lease, such occupancy shall be subject to the terms of this Lease.

- 4) **RENT.** The total amount of Rent due for the collective Tenants occupying the Leased Property is \$ _____
This amount shall be paid in advance with \$ _____ due on or before _____
and \$ _____ due on or before _____ .

These two payments shall be divided equally among the Tenants who have signed the Lease and shall be paid accordingly by all deadlines. 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 individual signing this Lease will be held liable for the total collective Rent due for the Leased Property; in addition to any/all other charges identified in this Lease that the Rental Unit is responsible for; including, but not limited to: utilities and/or any penalties or fines incurred during the term of this Lease.

- 5) **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 within thirty (30) days after the due date, an additional amount of \$10.00 per day will be charged for each day that the Rent is overdue, in addition to the initial \$50.00 late fee charge. If Tenant mails the Rent to the Landlord, the date of payment will be the stamped postmark on the envelope, not the date on the check.
- 6) **NON-SUFFICIENT FUNDS.** If any check is returned for any reason by a bank, there shall be a \$30.00 fee charged to the Tenant in addition to the original amount due from the check. Tenant shall be required to pay the amount due (including NSF fees) by cash, money order, or certified cashier’s check. All future payments made by Tenant must be by cash, money order, or certified cashier’s check. No personal checks will be accepted. Failure to satisfy the balance due may result in legal action taken by the Landlord as permitted by law.
- 7) **SECURITY DEPOSIT.** Upon signing this Lease, Tenant(s) shall pay a Security Deposit in the amount of \$ _____ . This amount shall be divided equally among the individual Tenant(s) signing this Lease. The Security Deposit shall be held by the Landlord as a guarantee to ensure that the Tenant performs according to their obligations as outlined in this Lease; as well as to pay for any damages or repairs necessitated by the conduct of the Tenant, the Tenant’s guest(s) or family. Such charges will be billed to the Tenant as they are incurred during the term of the Lease, but will only be deducted from the Security Deposit if the payment has not been made prior to the end of the Lease. If Tenant does not fulfill their obligation to the Lease prior to taking occupancy in the Rental Unit, or tries to discontinue their Lease with University Square Rentals during the term of the Lease; the Landlord has the right to deduct \$100.00 from each individual Tenant’s Security Deposit as an administrative penalty fee for breaking the Lease. The Tenant may not request that the Security Deposit be applied as Rent or any other unpaid amount due to University Square or any third party vendor or utility company. At the conclusion of the Lease, the Landlord shall have the right to deduct from the Security Deposit any amount due and owing to the Landlord; including costs to repair any damages, professionally clean the Rental Unit or the carpets. Any charges assessed for damages or Lease termination requirements not met shall be divided equally among all Tenants within the Rental Unit, and deducted from the total Security Deposit for the Rental Unit paid when the Lease was signed. The Landlord may also take appropriate measures to recover costs for damages which exceed the total amount of the Security Deposit. Disposition of the Security Deposit shall include written documentation of all charges and applicable amounts assessed against the Tenant. Each individual Tenant within the Rental Unit shall be sent a copy of the Security Deposit

disposition within the legally allowed time period following the end of the Lease. Landlord shall not be responsible for Tenant's failure to notify Landlord of their mailing address changes, which may prevent proper delivery of the Security Deposit disposition. The Tenant is required to return all keys for the Rental Unit. Keys shall be returned to the University Square Rentals office, or label each key and place it in the University Square Rentals office drop box at the end of the Lease. Upon completion of move-out requirements, the Landlord shall return to the Tenant their Security Deposit, less any deductions within thirty (30) days following the termination of the Lease.

- 8) INITIAL INSPECTION. One inspection form shall be provided to each Rental Unit upon move-in. This form shall be used to report the initial condition of the Leased Property and to identify any maintenance or repairs needed. Within 3 days (72 hours) after moving in, Tenant shall record any defects, damages, or repairs needed on the form, and return it to the University Square Rentals office. Landlord recommends that Tenant take photos of their Rental Unit to support the notes made on their inspection form and further document any defects or damages they should not be held accountable for at the end of the Lease. Tenant's failure to return the inspection form shall imply their acceptance of the Rental Unit in good and clean condition upon move-in, and shall also imply that Tenant has found no repairs necessary upon taking residency in the Leased Property.
- 9) COSIGNER & CONSENT. ALL Tenants are required to have a parent or legal guardian's signed "Addendum A" on file with the University Square Rentals office for their Lease. If a parent or legal guardian is not able or willing to sign, the Landlord can accept, at their sole discretion, an "Addendum A" signed by another responsible adult who can offer financial responsibility and support to the Tenant. The cosigner is accepting legal responsibility for the obligations of the Lease for⁴ and with the Tenant. This "Addendum A" shall remain in effect throughout the term of the Lease or any renewal thereafter. The liability of the cosigner is absolute, continuing, and unconditional. Because Tenants typically have limited personal assets, the Landlord can and will take legal action against cosigners in the event the Tenant has breached or defaulted on their Lease.
- 10) UTILITIES. The Tenant shall be responsible for paying their own electric and garbage; in addition to gas and water (if individually metered). Tenant may also choose to have telephone service in their Rental Unit. Installation, disconnection, and all regular cycle billing for such telephone service will be the Tenant's expense and responsibility. The Tenant is REQUIRED to establish an account with each required utility company for the Leased Property. See "Exhibit C" for utilities required in the Rental Unit. It is the Tenant's responsibility to contact their respective utility companies prior to the beginning of the Lease to establish their billing accounts and pay any Security Deposit(s) required by the utility companies. Utility service Security Deposits are at the sole discretion of the respective companies. If after Tenant has moved in and Landlord receives a bill from a utility that the Tenant is responsible for; Landlord reserves the right to pay the bill as due and charge the Tenant for reimbursement. A fifty (\$50) dollar charge will be added to each bill received and processed by the Landlord that should have been paid by the Tenant to the utility company directly. If Tenant fails to make payment within the five (5) day time period, a 1 ½% per week (7 days) late charge shall be added until the bill is paid in full. The Tenant is responsible for paying these amounts accordingly as required during the term of the Lease, and must pay in full, all amounts due to any utility company prior to termination of the Lease. The Tenant's University Square Security Deposit shall not be used for any unpaid balance due to any utility company. It is the Tenant's responsibility to contact the utility companies at the conclusion of the Lease to close their accounts. Landlord shall not be liable for reimbursement to any Tenant still paying their utilities after the Lease has ended. The Landlord and/or service provider has the right to temporarily interrupt any utility service in order 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 the service interruption is necessary for the Landlord to maintain or repair any utility service to the Rental Unit on the Landlord's property. In such circumstances, the Landlord shall not be responsible for any damages to the Tenant's personal property.
- 11) CABLE TELEVISION AND INTERNET SERVICE. Landlord will make cable television and high speed internet services available to each Rental Unit at no additional cost. However, service upgrades such as premium channels, DVR, or High Definition; as well as pay-per-view/on-demand will be billed directly to the Tenant. All cable and internet equipment provided in each unit is the property of the Landlord. Under no circumstances should the equipment be removed from the residence without Landlord approval or equipment failure which necessitates replacement by authorized service provider technician. All internet is hardwired through the cable outlets in each Rental Unit. Each Unit is provided with one cable modem, which is required for internet use. Landlord **DOES NOT** provide wireless internet to Tenants. It is the Tenant's responsibility to provide and install their own wireless router if they want wireless internet access. The Tenant must ensure proper set up of cable/internet equipment supplied by the Landlord in order to utilize services provided. Anything done or seen on the internet is at the risk, understanding, and discretion of the Tenant; and the Landlord is not liable for the Tenant's actions; or the content available online. The Landlord and/or service provider has the right to temporarily interrupt cable television or internet service in order to facilitate repairs or alterations made in the residence or elsewhere on the Landlord's property. The Landlord shall have no liability for the failure to supply any service if such failure is beyond the Landlord's control or if the service interruption is necessary for the Landlord to maintain or repair any service to the Residential Unit on the Landlord's property. In such circumstances, the Landlord shall not be responsible for any damages to the Tenant's personal property.

- 12) NOTICES. Any notices by the Landlord during the term of this Lease shall either be posted on the Rental Unit door, mailed to the Rental Unit, or personally handed to the Tenant and/or additional copy mailed home to Tenant's cosigner. Necessary Tenant notification or mailings prior to the beginning or after the end of the Lease shall be mailed to the address provided on the signed Lease agreement or to the Tenant's officially modified mail forwarding address provided to the Landlord. It is the Tenant's responsibility to promptly notify the Landlord of any changes to their home mailing address.
- 13) MAIL. It is the Tenant's responsibility to regularly check their Rental Unit's mailbox. One mailbox key will be issued to each Rental Unit. Individual Tenants within the Leased Property will not be issued their own key for mailbox access, but should share responsibility with all Tenants on the Lease. Bills, announcements, and other important information regarding the Leased Property may be sent through the mail. Failure to retrieve mail does not eliminate or extend any payment or response deadlines. All letters and/or packages for Tenants should be addressed directly to their individual Rental Unit, **NOT** the University Square Rentals office.
- 14) RULES FOR USE OF LEASED PROPERTY. Rules listed and attached to this Lease agreement are labeled "Exhibit A" and "Exhibit B". Some of the rules may constitute a waiver of certain rights under current law. The Tenant shall only use the Leased Property as their personal residence; and shall have no right to assign or sublet this Lease, nor utilize the Rental Unit for any purpose other than personal residence, without prior approval and written consent of the Landlord. 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, unreasonably disturbs any other resident, or violates any laws. All Tenants have the right to contact the University Square Rentals or security offices, or local law enforcement to help guarantee and enforce their rights as a Tenant. It is the Tenant's responsibility to keep the Residential Property in a clean and sanitary condition and in as good a condition as when the Lease began, with the exception of normal wear and tear. Normal wear and tear is defined as: deterioration, which occurs without negligence, carelessness, accident, or abuse. Tenant must also comply with any subsequent rules that may be established by the Landlord for the general benefit of all Tenants.
- 15) CARE OF LEASED PREMISES. Tenant shall be responsible for the prevention of growth and accumulation of mold within any residential structure. Tenant is advised to keep the Leased Property clean and free of visible moisture and/or mold on any surfaces within the Rental Unit. Should a water leak or any other water damage occur within the Rental Unit, Tenant is required to notify the Landlord immediately so that repairs can be made to avoid any further damage which could result in mold accumulation. Tenant will be held responsible for any physical or monetary damages that develop in the Leased Property as a result. Landlord is not liable for any injuries (physical or economic) sustained by Tenant, their family or guests; which result from water damage or mold accumulation for which Tenant is responsible.
- 16) PEST CONTROL. It is the Tenant's responsibility to promptly notify the Landlord of any pest control (including insects and rodents) concerns. The Tenant is responsible for ensuring that nothing undesirable is brought into their Rental Unit by accident or purposeful intent. Landlord agrees to treat any pest control problem to the best of their ability; and may utilize professional pest control specialists as needed. Tenant must grant entry to pest control professionals when/if inspection or extermination is scheduled. In addition, Tenant is obligated to comply with ALL pest control treatment requirements, whether it is their specific Rental Unit being treated or not. Failure to prepare the Rental Unit for extermination treatment(s) will only delay solution of the infestation. Tenant shall be held responsible for extermination costs if such infestation is a result of Tenant actions or neglect. Landlord shall not be liable for any loss of the Tenant's personal property or any costs incurred to the Tenant as a result of an infestation.
- 17) CRIMINAL ACTIVITY. Tenant shall not engage in any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other Tenants, or is a danger to the premises. Tenant shall not engage in any drug-related criminal activity on or near the premises, either personally or by any guest(s) or family member(s). Tenant will not permit the Rental Unit to be based for or facilitate criminal activity. No firearms, drugs, or any other illegal activity shall be allowed on the premises.
- 18) LIABILITY. Landlord denies, and Tenant waives to the fullest extent permitted by law; any liability to 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 must notify the 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 personal belongings, against loss from fire and extended liability. Landlord does not insure Tenant's personal property against loss, theft, and/or damage. Landlord strongly recommends that Tenants secure their own insurance coverage for protection against liability and loss of personal property. If Tenant does not purchase renter's insurance or guarantee property coverage from another personal policy, they will be personally responsible for the costs of property damage or loss; (including, but not limited to fire, water damage, theft, personal injury liability) and all legal expenses in connection with such events and may be unable to collect damages from the Landlord even if they are partially responsible.
- 19) REPAIRS. The Tenant shall be responsible for reporting all repairs needed in the Leased Property, the appliances, and all personal property of the Landlord. Any maintenance necessitated by the conduct or lack of care by the Tenant, the Tenant's family, or their guest(s) shall be charged to and paid by the Tenant to the Landlord within five (5) days after the bill is presented to the Tenant. The cost of repairs shall mean the cost of materials plus installation. If Tenant fails to make payment within the five (5) day time period, a 1 ½% per week (7 days) late charge shall be added until the bill is paid in full.

- 20) **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, or as needed to enforce this Lease. In the event of an emergency, the Landlord shall have the right to enter the premises at anytime. The Landlord reserves the right to inspect the Rental Unit at 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 University Square Rentals Security Officer or a law enforcement official to respond to any complaints of loud noise or other disturbances. If a University Square Security Officer must contact the Indiana Borough police for assistance in a disturbance, Tenants shall be fined \$50.00. If Tenant fails to make payment within the five (5) day time period, a 1 ½% per week (7 days) late charge shall be added until the bill is paid in full.
- 21) **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 period of time, the Lease shall continue along with all applicable rent and other charges due. If the Landlord is unable to repair it within a reasonable period of time and the Leased Property cannot be occupied due to the extent of damages, the Lease shall be terminated. After which the Tenant, upon payment of all Rent due up 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 of the residence. In this case, Tenant shall be entitled to a pro rata reduction in the amount of Rent agreed upon in writing by both the Landlord and the Tenant. 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. If Tenant chooses to end the Lease, the Landlord shall have no further responsibility to the Tenant.
- 22) **RIGHT TO TERMINATE.** IF THE TENANT DOES NOT SATISFY THEIR OBLIGATIONS UNDER THIS LEASE, THE TENANT MAY LOSE THE RIGHT TO OCCUPY IN THE LEASED PROPERTY. IN THE EVENT OF EVICTION, TENANT WILL STILL BE RESPONSIBLE FOR ALL MONEY DUE TO THE LANDLORD. IF ANY TENANT SIGNING THIS LEASE (COLLECTIVE OR INDIVIDUALLY) SHOULD BREACH ANY CONDITION(S) WITHIN, THEY WILL BE FINANCIALLY RESPONSIBLE FOR ALL LEGAL FEES, COLLECTION, AND COURT COSTS INCURRED BY THE LANDLORD AS A RESULT. SUCH A BREACH MAY INCLUDE, BUT IS NOT LIMITED TO, NON-PAYMENT OF RENT OR OTHER CHARGES IN A TIMELY MANNER. THE LEGAL FEES AND COURT COSTS SHALL BE INCURRED WHETHER OR NOT A COURT HEARING IS ACTUALLY HELD. THE TENANT HAS CERTAIN LEGAL RIGHTS ACCORDING TO 68 P.S. § 250.501. THE LANDLORD IS UNDER NO DUTY TO NOTIFY THE TENANT OF ANY BREACH OF ANY OBLIGATION UNDER THE LEASE; NOR NOTIFY THE TENANT OF A DEFAULT PRIOR TO TERMINATING THE LEASE OR TAKING POSSESSION OF THE PREMISES FROM THE TENANT. THE LANDLORD MAY TERMINATE THIS LEASE AND DEMAND POSSESSION OF THE LEASED PROPERTY BY GIVING THE TENANT A TEN (10) DAY NOTICE. THE LANDLORD SHALL HAVE THE RIGHT TO PURSUE ANY AND/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 damages including all Rent due as well as any other charges still unpaid.
 - 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 their obligation under this Lease, INCLUDING 35% COLLECTION FEES.
- 23) **ENTIRE AGREEMENT.** Landlord and Tenant confirm that this Lease represents the complete and entire agreement between the two parties and recognize that there are no other written or oral agreements or understandings between the two parties. Any amendment to this Lease must be in writing, executed by the Landlord and the Tenant.
- 24) **SUCCESSORS AND ASSIGNS.** This Lease is binding upon the Tenant(s), their cosigners, or any other person(s) that might have the same legal rights as the Tenant, or assignment of the Tenant's interest in the Lease with the written permission of the Landlord. Tenant 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 not on this Lease. If for any reason, Tenant cannot or does not wish to comply with the terms of this Lease, the following conditions must be met in order for the Tenant to be released from all legal and financial obligations to the Lease.
- a. A suitable replacement has been found by Tenant or Landlord, and approved by the Landlord and all Tenants remaining in the Rental Unit; and they have completed the application process, signed the Lease, and paid their Security Deposit and/or Rent.
 - b. A Parental Addendum has been signed and returned for the new Tenant.
- Once the above conditions have been met, Landlord will return the departing Tenant(s) Security Deposit according to the Security Deposit terms of this Lease (§ 7). Any Tenant attempting to relinquish their rights to the Leased Property shall be subject to financial penalties and conditions as outlined by the terms of the Security Deposit (§ 7). Any changes in Tenant occupancy to this Lease shall be approved solely by the Landlord. In the event that no suitable replacement can be found, the financial and legal obligation to the Rental Unit is still the responsibility of the Tenant.

- 25) LEGAL LIABILITIES. EACH INDIVIDUAL TENANT WHO SIGNS THIS LEASE, AS WELL AS ALL THE INDIVIDUAL TENANTS AS A COLLECTIVE GROUP, SHALL BE HELD JOINTLY AND SEVERALLY RESPONSIBLE FOR ALL OBLIGATIONS WITHIN. EACH INDIVIDUAL TENANT WHO SIGNS THIS AGREEMENT IS RESPONSIBLE FOR THE ENTIRE AMOUNT OF ALL RENT OR CHARGES DUE FROM THE RENTAL UNIT. IN ADDITION, THEY ARE RESPONSIBLE FOR ANY/ALL DAMAGES CAUSED BY ANY OF THE OTHER INDIVIDUAL TENANTS OR THE TENANT'S GUESTS OR FAMILY. EACH INDIVIDUAL TENANT IS ALSO LIABLE FOR THE FAILURE OF ANY OF THE TENANTS IN THE LEASED PROPERTY 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 REFUSE TO ALLOW THE TENANTS POSSESSION OF THE LEASED PROPERTY. HOWEVER, THE TENANT WILL STILL BE RESPONSIBLE FOR PAYING ALL RENT AND ASSOCIATED FEES IN FULL. TENANTS AGREE TO ABIDE BY ALL INDIANA BOROUGH ZONING LAWS AND ORDINANCES.

TENANT ACKNOWLEDGES THAT THE LANDLORD GAVE THEM TIME TO REVIEW THIS LEASE. IF TENANT DOES NOT UNDERSTAND THE TERMS OF THE LEASE, THEY ARE ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES THAT HE OR SHE HAS READ, UNDERSTANDS, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS LEASE WITHOUT EXCEPTION OR ALTERATION.

THIS LEASE, WITH ANY ADDED CLAUSES, RULES FOR USE, EXHIBITS, OR ADDENDUMS, IS THE COMPLETE AND FINAL AGREEMENT BETWEEN LANDLORD AND TENANT. ANY ORAL OR WRITTEN AGREEMENTS MADE BEFORE SIGNING, WHICH ARE NOT EXPRESSLY STATED WITHIN ARE NOT PART OF THIS LEASE UNLESS DOCUMENTED IN WRITING BY THE LANDLORD. THEREFORE, ANY ADDITIONS OR ALTERATIONS MADE TO THIS LEASE BY THE TENANT WILL BE NULL AND VOID.

- 26) GROUND OR UNDERLYING LEASES. This Lease is binding upon the Landlord or any other person(s) that might have the same legal rights as the Landlord; or as a result of any subsequent transfer of the property by the Landlord. In addition, this Lease is subject and subordinate to all ground or underlying Leases and to all mortgages which may now or hereafter affect such Leases or the real property of which the Leased Property are a part; in addition to all renewals, modifications, consolidations, replacements and extensions of any such underlying Leases and mortgages. Therefore, should ownership of the Leased Property be assumed by another party, the Lease shall continue. At the conclusion of the term of this Lease, it will be at the discretion and approval of new ownership to renew this Lease for an additional term. This clause shall serve as valid proof of the former Landlord-Tenant agreement, and no further documentation shall be required by any ground or underlying lessor or by any mortgagee, affecting any Lease or the real property of which the Leased Property are a part. In order to confirm such an agreement, the Tenant may be asked from time to time to comply with new ownership by providing their original Lease agreement for verification.

TENANT SIGNATURE(S) – (Please sign in cursive)

WITNESS: _____

TENANT: _____

WITNESS: _____

TENANT: _____

WITNESS: _____

TENANT: _____

WITNESS: _____

TENANT: _____

WITNESS: _____

TENANT: _____

WITNESS: _____

TENANT: _____

BY: _____
UNIVERSITY SQUARE RENTALS - Landlord

TENANT INFORMATION – (Please print clearly)

NAME: _____

NAME: _____

HOME ADDRESS: _____

HOME ADDRESS: _____

HOME PHONE: _____

HOME PHONE: _____

CELL PHONE: _____

CELL PHONE: _____

NAME: _____

NAME: _____

HOME ADDRESS: _____

HOME ADDRESS: _____

HOME PHONE: _____

HOME PHONE: _____

CELL PHONE: _____

CELL PHONE: _____

NAME: _____

NAME: _____

HOME ADDRESS: _____

HOME ADDRESS: _____

HOME PHONE: _____

HOME PHONE: _____

CELL PHONE: _____

CELL PHONE: _____

“EXHIBIT A”
UNIVERSITY SQUARE RENTALS
RULES & REGULATIONS

- **Occupancy**
 - Only the individual Tenants who have signed this Lease may occupy the Leased Property for more than three (3) consecutive days.
 - In violation of this condition, the Tenant shall pay twenty (\$20) dollars per day for each person occupying the Leased Property without permission, up to ten (10) days before both the Tenant and their guest(s) will be evicted.
 - No more than five (5) guests permitted in the Leased Property at one time.
 - NO commercial business of any kind can be conducted from the Leased Property.
- **Pets**
 - **NO PETS** are permitted in the Leased Property at **ANY** time.
 - In violation of this condition, Tenant shall pay a fine of fifty (\$50) dollars per report of a pet in the Leased Property.
 - Payment of this fine does not satisfy the default caused by the presence of the pet.
 - Nor does payment of such fine allow the pet to continue staying or visiting the Leased Property.
 - After notification of a pet violation, an unannounced inspection will be conducted to verify removal of the animal.
- **Alterations to the Rental Unit**
 - The Tenant is not permitted to make alterations or additions to the Leased Property or its fixtures without the Landlord’s prior written consent.
 - Tenants are NOT permitted to paint any surface within the Rental Unit.
 - Tenants are NOT permitted to mount TV brackets of ANY kind to the walls within the Rental Unit.
 - Residential furnishings provided for Tenant use **MUST** remain in the Rental Unit.
 - Waterbeds are NOT permitted.
 - Nothing shall be taped, glued, nailed, tacked, or screwed on the walls, woodwork, doors, cabinets, or ceilings.
 - This includes adhesive poster putty (sticky-tack) and “removable” hanging hooks (Command strips).
 - Only wall attaching brackets using small finishing nails may be utilized.
- **Tenant Responsibilities**
 - The Tenant is responsible for, and will take good care of, the Leased Property, keeping it in a clean and sanitary condition at all times.
 - Tenant shall furnish a good vacuum cleaner, as well as proper cleaning supplies to be utilized throughout the term of the Lease.
 - The Tenant shall be responsible for replacing light bulbs in their Rental Unit as needed.
 - The Tenant is responsible for providing their own shower curtain and hooks.
 - Any damage as a result of the Tenants’ failure to obtain a shower curtain or by not properly closing it will be charged to the Rental Unit.
 - **NOTHING IS TO BE PLACED OUTSIDE THE RENTAL UNIT DOORS AT ANYTIME!**
 - Tenant shall not place or store anything on any balcony, porch, or other public area within the Leased Property, nor shall they hang laundry from any balcony or walkway.
 - Failure to comply shall result in a \$40.00 fine to the Rental Unit.
 - For safety and security reasons, bicycles, skateboards, etc, may not be kept or chained in common areas (such as walkways, hallways, or balconies or stairwells).
 - Any bike found improperly stored shall be removed by University Square Rentals.
 - **NO BEER KEGS** of any size are **NOT** permitted in the Leased Property or on the Landlord’s Property.
 - The Landlord shall have the right to remove any beer kegs or taps from the premises without reimbursement to the Tenant.
 - **NO BURNING OF CANDLES OR INCENSE AT ANY TIME!**
 - Tenants are prohibited from accessing the roof of the Leased Property for any reason, nor any other area designated as closet to Tenants and their family or guests.
- **Lockouts**
 - The Tenant shall be charged \$30.00 if they are locked out of the premises and the Landlord, Security, or Maintenance staff must obtain access for them.
 - This charge shall be applied after 4 pm on business days (Monday – Friday), on weekends, and any holidays that the office is closed.

- **Lost Keys**
 - The Tenant shall be charged \$20.00 each to replace a lost door or mailbox key.
 - For Tenants in the buildings requiring key fob access, a lost key fob will result in a \$25.00 replacement charge to the Tenant.
 - Tenants are **PROHIBITED** from sharing their key fob with guests or visitors to the building.
 - This includes leaving it with visiting friends or family so that they can come and go from the apartment while the Tenant is not home, and also includes throwing it over the balcony or out the window to avoid going downstairs to let guests into the building.
 - Failure to comply with these rules shall result in a \$25.00 fine for each offense.
 - Repeated key fob offenses can result in loss of key fob building access.
- **Locks and Keys**
 - No additional locks shall be placed on the interior or exterior doors without permission from the Landlord.
 - Such permission may also be subject to additional costs which must be paid by the Tenant.
 - The Tenant **MUST** return keys to the Rental Unit and mailbox at the end of this Lease or pay the Landlord the sum of sixty (\$60) dollars for each lock replacement.
 - Tenants who have renewed their Lease for another term are still required to turn in their keys at the end of the current Lease.
- **Garbage & Recycling**
 - Garbage shall be disposed of properly!
 - Tenant is **MUST** purchase their own garbage bags.
 - Tenants are responsible for buying the proper garbage stickers from the University Square Rentals office.
 - All garbage including cardboard boxes must be placed in garbage bags and be properly sealed with University Square garbage stickers.
 - The Tenant shall be charged a \$40.00 fee **per bag** for any garbage not in a garbage bag and/or identified with proper University Square garbage stickers.
 - If Tenant fails to make payment within the five (5) day time period, a 1 ½% per week (7 days) late fee shall be added until the bill is paid in full.
 - Garbage will **ONLY** be picked up on Tuesday and Friday mornings (unless Tenants are otherwise notified); **ALL** garbage **MUST** be set out by 9 AM that morning.
 - Trash set out after established pick up times, or on a non-pick up day will result in a \$40.00 fine.
 - Tenant shall not store excessive amounts of trash within the Rental Unit.
 - The Tenant is responsible for setting their recycling bin out at the appropriate place on the proper day of the week before the established pick up time.
 - Residents of 1156 Grant St. and 412 S. 13th St. do not recycle.
 - Recycling is picked up by the Indiana Borough on Thursday mornings.
 - Indiana Borough regulations **DO NOT** allow paper, plastic, or cardboard to be placed in residential recycling bins for pickup.
 - Any Rental Unit placing such prohibited items out for pickup may be cited and/or fined by the Borough and will also be subject to University Square Rentals improper trash disposal fines.
 - Any Tenant wishing to recycle the prohibited items should contact the Indiana Borough for collection information.
 - The Tenant shall be charged \$15.00 to replace a damaged or missing recycling container.
- **Maintenance Requests**
 - Tenants unable to contact the office during regular business hours are encouraged to leave a message on the answering machine, leave a note in the drop box outside the office, or send an email to the University Square website.
- **Maintenance Problems**
 - A service charge of \$50.00 shall be charged to the Tenant if the Landlord is called to unclog a toilet.
 - Landlord recommends each residence purchase a good toilet plunger and take care of such issues themselves to avoid the \$50.00 charge.
 - Landlord will not remove the \$50.00 charge, nor will be liable for any clogged toilet unless a sewage line problem or toilet manufacturer defect is the source of the problem.
- **Snow Removal**
 - Tenants of Rental **HOUSES MUST** maintain the sidewalks and driveways in the winter, including snow removal and salting according to Indiana Borough regulations.
 - Landlord will be responsible for snow removal from parking lots, sidewalks, and walkways of the apartment buildings.
 - As this is a large complex of Rental Units, the time needed to remove snow will vary depending on the extent of snowfall.
 - Landlord cannot guarantee specific building snow removal by any specific deadline or request.
 - Tenants should report serious concerns of ice hazards to the University Square office immediately.
 - Landlord is not responsible to Tenant, their family or guests, for damage or injury (physical or economic) caused by snow or ice on the Leased Property unless the Landlord's negligence can be proven.

- **Heating**
 - No portable heating units are permitted in the Leased Property.
 - The Tenant shall be responsible for any damage caused by the Tenant's failure to properly maintain the Leased Property; including the failure to maintain the heat in the Rental Unit during school breaks when the Tenant is not present.
- **Smoking**
 - 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.
 - This includes areas that are common to all: inside and outside walkways, hallways, elevators, Laundromats, sidewalks, and office or commercial buildings.
 - Tenants and guests of theirs, who smoke, must smoke **INSIDE** the Leased Property.
 - Smoking in the Rental Unit is at the discretion of each Tenant/Rental Unit.
 - The Tenant understands that the smoke continually accumulating in a small area may necessitate painting, furniture upholstery cleaning, and/or carpet replacement at the end of the Lease, in order to remove any residual odors not eliminated by cleaning.
 - If the necessity of such painting, cleaning, or replacement is the direct result of a Tenant's decision to smoke within the Rental Unit; then the Tenant can, and will be held responsible for such costs.
- **Fire Extinguisher**
 - Every Rental Unit is equipped with a fire extinguisher that is to be used in an emergency **ONLY**.
 - Any fire extinguisher discharged, except when actually used on a fire, shall be recharged by the Landlord and the Tenant will be charged \$25.00.
 - Tenant is responsible for promptly notifying the Landlord when the fire extinguisher has been used, or has lost its charge over time.
- **Smoke Detector**
 - The Landlord has installed one or more smoke detectors on the Residential Property.
 - Tenant is responsible for replacing the batteries as needed, and ensuring the detector is in working order at all times.
 - Landlord shall repair or replace any smoke detector that is defective.
 - Tenant shall be responsible for testing each smoke detector each month during the Lease period to ensure proper operation and to promptly notify the Landlord of any apparent defects.
 - The Landlord shall have no liability for any damages as a result of the Tenant's failure to fulfill their obligation to smoke detector safety.
 - Tenant shall be charged for any smoke detector clearly broken or deactivated by force.
 - Tampering with fire alarms/smoke detectors either in the Rental Unit or the common areas is prohibited by law. If Indiana Borough Police find anyone violating the law, the guilty person(s) could be charged with up to \$2,500.00 in fines and one year imprisonment.
- **Cleaning at End of Lease**
 - The Tenant is responsible for cleaning the Leased Property at the conclusion of their Lease if they are permanently vacating the Rental Unit.
 - When the Leased Property is vacated at the end of the Lease, any trash, rugs, microwaves, or other personal property left behind will be considered abandoned and charges will be assessed for removal.
 - University Square Rentals recommends all Tenants follow the cleaning guidelines given to them before the end of their Lease, to ensure all move-out requirements are met.
- **Carpet Cleaning**
 - At the end of the Lease, the Tenant is **REQUIRED** to hire professional carpet cleaners to clean **ALL** carpeted areas within the Rental Unit.
 - The Tenant may **NOT** bring a carpet cleaning machine from home, nor rent a similar unit at any store to clean their carpets in order to satisfy the carpet cleaning requirement.
 - Tenants **MUST** provide a copy of their receipt for payment, showing the carpet cleaning has been completed.
 - Failure to supply the Landlord with an official receipt for carpet cleaning will result in the Tenants being charged by Landlord for such services to be done (§ 7 – Security Deposit).
- **Laundry**
 - Some University Square properties have laundry facilities available for Tenant use.
 - Buildings without facilities on-site are generally located near a public Laundromat that Tenants may use at their own risk.
 - All laundry facilities are coin operated.
 - Maintenance needs for the equipment should be directed to the company number posted on the wall of the laundry room; otherwise Tenants may contact the University Square office.
 - Tenant understands that their use of such facilities is at their own risk.
 - Landlord is not liable for any loss or damage as a result of using the laundry equipment.

- **Parties/Loitering**
 - No parties, meetings, or gatherings may be held in any common areas including Laundromats, parking lots, or lawn areas.
 - Actions such as unseemly noise, loud music, indecent language, public urination, as well as damaging public or private property may carry fines. Serious cases can be prosecuted as misdemeanors according to Indiana Borough zoning laws.
 - Indiana Borough maintains a 24hour/day restriction on noise. Anything that can be heard 50 feet away can and will be cited by Borough police.
 - There is to be no loitering on the balconies or walkways, nor throwing of any trash off of or around such places at any time.
 - If anyone is observed on video, or in person, throwing anything off of or around any University Square property, they will be charged \$50.00 for the first offense, and \$100.00 for subsequent offenses.
 - NO OPEN HOUSE PARTIES.
- **Law Enforcement**
 - Tenant has the right to contact local law enforcement at any time to report noise or criminal violations occurring on the Leased Property.
 - In the event that any law enforcement official must come to the Rental Unit in response to noise, partying, or other disturbances, the Tenant shall be charged \$50.00 each time officers must come to the residence.
 - If Tenant fails to make payment within the five (5) day time period, a 1 ½% per week (7 days) late fee shall be added until the bill is paid in full.

**“EXHIBIT B”
UNIVERSITY SQUARE RENTALS
PARKING & SECURITY**

- The Tenant must obtain a parking permit for their personal vehicle from the Landlord.
 - Valid driver’s license, vehicle registration, and proof of insurance are required in order to obtain a parking permit.
- Parking passes are registered specifically to each vehicle and are NON-REFUNDABLE and NON-TRANSFERRABLE.
- Each unit is allowed one (1) free parking spot; all other spots may be bought per semester.
- The Tenant must park only in the parking area designated for their rental unit.
 - The Tenant designated parking areas are for Tenant use only and not for their family, friends, or guests.
- Visitor parking passes may be purchased at the University Square Rentals office.
 - All visitors parked in University Square parking lots will be towed if the vehicle does not have the proper permit displayed at all times.
- Tenants are not permitted to park or stop in spaces reserved for commercial businesses at anytime.
- Landlord shall maintain the parking lots to the best of their ability in the winter.
 - It is the Tenant’s responsibility to remove snow from on top of and around their vehicle.
- Landlord assumes no liability for any damages caused to Tenant’s or their guest’s vehicles as a result of vandalism, accident, acts of God, or any other reason while parked in a University Square parking lot; or while being transported or stored as the result of any parking violation as stated in this Lease.
- Landlord reserves the right to have removed all uninspected, unlicensed, inoperable, unused, or unauthorized vehicles from the property at the vehicle owner’s expense.
- Tenants violating parking rules will be towed at the Tenant’s risk and expense.
- Towing will be at the discretion of the towing company to maintain parking spots for all University Square Rentals Tenants.
- **SECURITY REGULATIONS:**
 1. 24 hour video observation in common areas.
 - a. Any Tenant or their guest(s) who damage security equipment will be charged the cost of repairs to the equipment.
 2. University Square Rentals Security Personnel will patrol the properties and enforce all Lease Rules and Regulations, in addition to any state or local violations of the law.
 3. Any security violations of this Lease should be reported to the University Square Security Office at 1156 Grant St. as soon as possible.
 4. Landlord reserves the right to notify local law enforcement officials of any Tenant activity or disturbances that are a cause for concern or questionable in nature.

**“EXHIBIT C”
UNIVERSITY SQUARE RENTALS
UTILITY INFORMATION**

Tenant acknowledges their responsibility for certain utility services during the term of this Lease. § 10 has outlined the rules and applicable consequences for utility services. The table below lists the utilities, and who is responsible to whom for service, and payment.

| UTILITY | SERVICE RESPONSIBILITY | PAYMENT RESPONSIBILITY |
|------------------------------------|------------------------|------------------------|
| Comcast Cable and Internet | <i>LANDLORD</i> | <i>LANDLORD</i> |
| PA Water | <i>LANDLORD</i> | <i>LANDLORD</i> |
| Penelec Electric - Electric | <i>TENANT</i> | <i>TENANT</i> |
| Penelec Electric – A/C | | |
| Dominion People’s Gas | - | - |
| TW Phillips | - | - |

As stated in § 10, it is the Tenant’s responsibility to contact the utilities they are responsible for to begin their service prior to moving in. Tenants who fail to meet this obligation may not be allowed to move in until service and payment arrangements have been verifiably complete. It is the Tenant’s responsibility to pay all bills in full each month during the term of this Lease. Tenant is responsible for contacting each applicable utility at the end of their Lease to correctly transfer and/or close their accounts. See § 10 for additional utility service regulations. Applicable utility company phone numbers will be provided to Tenants in the move in packet sent home prior to the start of the Lease.

By initialing below, Tenant(s) acknowledge that they have read and understand the terms of the utility service requirements and responsibilities.

| | | |
|----------|--------|--------|
| Landlord | Tenant | Tenant |
| | Tenant | Tenant |
| | Tenant | Tenant |