

LATE FEES: If payment is not received by the 14th day after the due date, LESSEES will be in DEFAULT and an additional 3% will be added to the outstanding balance. LESSEES found in DFAULT because of non-payment of rent will be subject to all provisions as allowed in this lease agreement under DEFAULT, Section 13. In addition to the 3%, an additional 2% late fee will be added to late payments made on or after the lease commencement date.

1. NO SUBLET:

A. This RENTAL UNIT CAN NOT BE SUBLET, assigned, rented to, or occupied by ANYONE BESIDES THE ABOVE NAMED LESSEES without LESSOR'S PRIOR WRITTEN CONSENT OR LESSEES will be in DEFAULT.

3. SECURITY DEPOSIT:

SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

A. LESSOR shall be paid a \$_____ security deposit, separate and apart from the rent which is to be held by the LESSOR during the entire lease term.

B. Any LESSEE who fails to initially occupy the apartment or occupy the apartment for the entire lease term automatically forfeits his/her security deposit and shall be in DEFAULT.

C. The security deposit may be applied by the LESSOR to the costs of cleaning or repairs, which are the result of the LESSEE'S occupancy of the apartment. Any such expense shall be charged equally against each LESSEE'S security deposit, as the LESSOR will not attempt to determine individual responsibility for charges.

To avoid being held responsible for existing damages, LESSEES agree to provide a DAMAGE SHEET (list of observed defects) upon occupancy. This sheet is to be delivered to the LESSOR within 5 working days of occupancy. The LESSEE shall be held responsible for all defects and/ or damages not included on this list. IF THE LESSEES SHALL FAIL TO FURNISH SUCH A LIST AT THE TIME OF FIRST TAKING POSSESSION, THEN THIS SHALL BE SUFFICIENT EVIDENCE THAT NO DEFECTS OR DAMAGES EXISTED IN THE PREMISE PRIOR TO THE LESSEES TAKING POSSESSION.

D. Carpets shall be professionally cleaned at the end of the lease period at the LESSEE'S expense and LESSEE must provide the office with a receipt from a professional service.

E. All security deposits will be FORFEITED IN FULL, and the LESSEES shall be in DEFAULT if anyone besides the above listed LESSEES are found to be occupying the rental unit.

F. The LESSOR shall have the right to deduct from the security deposit any unpaid rent or service charge as liquidated damages, and may also deduct for each lost or non-returned key, and \$25.00 for each (bad) check returned from the bank for any reason.

G. LESSEE must provide a self-addressed stamped envelope prior to the termination of the lease term to ensure proper notification and/or refund of security deposit. In the event LESSEE fails to provide such postage paid envelope; LESSOR shall return security deposit to address on the front page of this lease.

H. All damage/defect billings will include a minimum one (1) hour labor fee to be added to the cost of materials. In addition, cleaning fees will be billed as a minimum one (1) hour labor charge.

4. **LESSOR shall provide** the rental unit in clean, sanitary condition and with all furnishings and equipment in good and useful condition at the beginning of the rental period. **The LESSEES agree** not to injure or deface the premises in any manner and to LEAVE ALL FURNISHINGS INSIDE THE PREMISES. NO ALTERATIONS, additions, painting or improvements to the rental unit will be permitted without the PRIOR written consent of LESSOR. **The LESSEES also agree to notify the LESSOR of any needed repairs.** (The cost of repairing any defacement or damage caused by the LESSEES, LESSEES' visitors, or any third party while the lessees are in possession of the rental unit shall be charged against the LESSEES as additional rent and **MUST BE PAID within TEN (10) days** AFTER RECEIPT OF ANY BILLING OR THE LESSEES WITH BE FOUND IN DEFAULT).

LESSOR shall retain the right to install a replacement battery, at the LESSEE'S expense upon the discovery **or LESSEE'S report of a non-working or missing battery** in any fire safety equipment provided by the LESSOR such as a smoke alarm or heat detector.

NOTE:

ANY DAMAGE DONE TO THE APARTMENT UNIT, FURNISHINGS, APPLIANCES, WALLS, WINDOWS, OR DOORS IS THE RESPONSIBILITY OF THE TENANTS LIVING IN THAT UNIT REGARDLESS OF HOW THE DAMAGE OCCURRED.

Any damage to the common hallway on any particular floor or stairway that is not determined to be the responsibility of any particular unit or individual, shall be shared equally by all the residents of that floor or building and shall be due and payable as any damage billing.

5. All common areas are under the direct control of management and its agents at all times and should be used primarily as an ingress and egress to the rental unit. Use of the common areas shall be permitted at the discretion of the management.

LESSOR ENFORCES THE OPEN CONTAINER LAW AS ENFORCED BY THE LOCAL MUNICIPALITY.

6. LESSEE and/or guests **SHALL NOT ENGAGE IN ANY ACTIVITY CREATING A NUISANCE OR DISTURBANCE** or engage in any illegal activity within the leased premises or in the common area. LESSEE and/or guests shall not engage in activities that effect other tenants or violate management policies including but not limited to: loud PARTIES, playing music, televisions, radio or other sound equipment, engaging in loud talk at any time, or act in any way which disturbs others.

PARTICIPANTS IN SOCIAL ACTIVITIES AT THE PREMISES SHALL NOT EXCEED THREE (3) TIMES THE NUMBER OF LESSEES.

7. Any non-leased person or guest involved in activities deemed reckless, hazardous, criminal, disorderly, threatening, or, activities that contradict the policies of the management shall be **immediately evicted** from the property when ordered in such a circumstance by the management or it's agents. LESSEE agrees to cooperate in the peaceful eviction of such a guest. **ALL ACTIONS OF AN INVITED GUEST ARE DEEMED TO BE THE ACTIONS OF THE LESSEE AND LESSEE SHALL BE HELD RESPONSIBLE AS SUCH, INCLUDING BEING FOUND IN DEFAULT OF THIS LEASE.**

8. **NO ANIMALS OR PETS shall be kept for ANY LENGTH OF TIME** on the grounds, in the building or on any area of property owned or managed by the LESSOR. Any LESSEE FOUND IN VIOLATION WILL PAY ONE HUNDRED DOLLARS (\$100.00) as liquidated damages within ten (10) days or be in default.

LESSOR shall have the RIGHT TO INSPECT the rental unit at any reasonable time or at any time in the case of an emergency.

9. UTILITIES (Please check appropriate box)

ELECTRIC NOT INCLUDED

ALL ELECTRIC SHALL BE PAID FOR BY LESSEES. TELEPHONE service shall also be the responsibility of the LESSEES. Any damage (broken water pipes, warped floor boards, damaged ceilings, or any other damage), which may occur as a result of LESSEES failure to maintain utility service, shall be billed to LESSEES as an additional rent charge payable within (10) ten days. To prevent damage, LESSEES agrees to maintain the temperature at a minimum of 50 degrees at all times. LESSOR reserves the right to monitor the temperature during the winter months when the LESSEES vacate the unit for an extended period.

Washers, dryers, and dishwashers are not permitted.

ELECTRIC INCLUDED

Electrical Service is provided and paid for by the LESSOR. Telephone service shall be the responsibility of the LESSEES. LESSEES agree to leave windows and doors closed while heating any part of the rental unit. Also, ADDITIONAL FEES shall be assessed as determined by conferring with the electric company if LESSEE installs any additional appliances drawing utility usage that either:

- Duplicates provided appliances - (electric heaters, extra refrigerators, or any other appliances.)
- Adds appliances not intended to be provided - i.e. Air conditioners, humidifiers, freezer, waterbed heaters.

Washers, dryers, and dishwashers are not permitted.

LESSEES not reporting any extra appliances shall be assessed a charge as if the appliance existed from the first day of the lease.

Lessor shall not be responsible for loss in the event of power loss, low voltage, or failure of any mechanical appliance which results in the loss of food in storage or any other such occurrence during the term of this lease and its renewal period.

10. A GARBAGE CLEAN-UP FEE will be assessed for any trash, car parts, building materials, non-serviceable grills, or other items stored without permission and are removed by LESSOR from any lawn, parking area, or any other common area in the immediate vicinity of the rental unit.

11. LESSOR is not responsible for POSSESSIONS left in the rental unit after surrender of the rental unit, termination or default of the lease. The LESSEES' security return may reflect charges resulting from any items LESSOR in its sole discretion, stores or disposes of for the LESSEE. LESSOR shall make reasonable effort to store any items of value. Any items stored will be kept for thirty days after LESSEES vacate the unit, the cost of removal and storage will be charged to the LESSEES.

12. In Townhouse apartments, LESSEE is **Solely Responsible for Snow Removal** from the steps and sidewalk used to ingress or egress the apartment.

13. DEFAULT

- A. The LESSEE shall be in DEFAULT under this lease in the event the LESSEES fail to pay any installment or installments of rent or additional rent when due, or to keep **all** the covenants and responsibilities as outlined in this lease.
- B. In the event of LESSEES DEFAULT, the LESSOR may immediately proceed to recover possession of the premises as provided by law and/or collect as provided by law all rent, and additional rent then due, including, if the LESSOR shall elect, the entire amount of rent for the full term in advance, along with interest, cost of suit, attorney fees, and 10% ADDED FOR COLLECTION FEE.
- C. **LESSEES understand and agree that by signing this lease, they waive their right to a 30/15 day notice to quit as provided by Pennsylvania landlord/tenant law and instead agrees to vacate premises within (3) three days notice to quit after being declared in DEFAULT.**

X _____

- D. Any default notice shall be deemed served if mailed or affixed to the door of the rental unit.
- E. In the event of Default, and lease termination due to the Default, Security Deposits will be forfeited and earned by the LESSOR as liquidated damages.
- F. Any group or individual who has entered into a future lease or paid a security deposit in contemplation of entering into a future lease who is found in default of a current individual or joint lease shall be determined to be in default of the future lease and will be subject to the loss of security deposit and the future lease.

14. This lease is subject and subordinate to any and all mortgages which may now, or hereafter affect the real property of which the demised premises are a part, and to all renewals modifications, consolidation, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute properly any certificate the Landlord may require and Tenant further hereby constitutes and appoints certificate or certificates of subordination of this lease to any mortgage for and on behalf of Tenant.

15. ANYONE ADDING ON TO THIS AGREEMENT AFTER THE ORIGINAL EFFECTIVE DATE OF THE LEASE SHALL ASSUME ALL EXISTING LIABILITIES AND RESPONSIBILITIES OF THIS AGREEMENT.

16. THIS LEASE CONTAINS THE ENTIRE CONTRACT BETWEEN LESSOR AND LESSEE. NO ADDITIONS SHALL BE BINDING UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES AND ATTACHED TO THIS LEASE. HOWEVER, LESSEES SHALL ADHERE TO POLICY CHANGES CONCERNING COMMON AREAS AND MANAGEMENT PRACTICES AFTER PROPER NOTIFICATION IN WRITING BY LESSOR.

LESSEES AFFIRM BY SIGNING AND EXECUTING THIS LEASE, THAT THEY HAVE READ THE ENTIRE AGREEMENT AND FULLY UNDERSTAND ALL ITS PROVISIONS. LESSOR AND LESSEES HAVE PREPARED THIS WRITTEN DOCUMENT IN ORDER TO SPECIFY, CONFIRM, AND MAKE THEIR AGREEMENT KNOWN, AND HAVE SIGNED AND SEALED IT BELOW, BOTH INTENDING TO BE LEGALLY BOUND BY ALL OF ITS COVENANTS AND PROVISIONS.

LESSOR:
James Properties Inc.
By: _____

LESSEES:

_____ DATE: _____

_____ DATE: _____

_____ DATE: _____

_____ DATE: _____

_____ DATE: _____

SECURITY DEPOSIT TRANSFER FORM

TENANT NAME: _____
PRESENT APT #: _____ FUTURE APT #: _____
MOVE-OUT DATE: _____ MOVE-IN DATE: _____
TENANT SIGNATURE: _____ DATE: _____

TENANT NAME: _____
PRESENT APT #: _____ FUTURE APT #: _____
MOVE-OUT DATE: _____ MOVE-IN DATE: _____
TENANT SIGNATURE: _____ DATE: _____

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MOVE-OUT DATE: _____ MOVE-IN DATE: _____
TENANT SIGNATURE: _____ DATE: _____

James Properties, Inc. has my permission to transfer any remaining security deposit, which is presently being held in my name to my future apartment. (As stated above) Any monies that may be deducted due to damages and/or cleaning fees, etc. will be paid within ten (10) days of billing.