

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated _____ is between:
NASHDOM REALTY, LLC referred to in this lease as the Landlord, and:

_____ referred to in this lease as the Tenant.

LET IT BE KNOWN by this written agreement that for and in consideration of the rent to be paid, and the other responsibilities, covenants, and duties to be performed by Tenant as specified below, Landlord hereby rents to Tenant the property known as:

_____ along with its appurtenances, referred to in this lease as the Premises.

The Tenants, being _____ adults, agree to occupy and use the premises as a residence for themselves and their _____ children, and for no other purpose from _____ until _____ and to relinquish possession at the end of this period without notice, and without regard to any law, usage, or practice to the contrary. Tenant shall not allow any other person to occupy the premises without Landlord's written permission.

Tenant agrees to pay, as rent, the total amount of:

_____ Dollars (\$ _____)

In payments of \$ _____ **ON THE FIRST DAY OF EACH AND EVERY MONTH IN ADVANCE** without set-off or deduction except as expressly provided for in this agreement, at the office of Landlord,

Rent is paid through online tenant portal at www.NashDomRealty.com

or by check or money order made payable and mailed to:

NashDom Realty LLC
2820 West 23rd St
Erie, PA 16506

1) DISCOUNT FOR PROMPT PAYMENTS

In the event any rent payment is received by Landlord in full on or before the first day of the month when it comes due, and if, at that time, all rent for previous months, additional rent, or other charges which may have come due under this lease are fully paid up to date, then Tenant shall be allowed a prompt payment discount of \$0.00 which will reduce the rent for that month to \$N/A.

2) LATE PAYMENTS

The rent must be paid by the **FIRST DAY OF EACH MONTH IN ADVANCE**, if the rent is not received by Landlord by the first day of each month in full, or if any additional rent or other charges under this lease are not paid in full when due, this shall be considered a breach of this covenant and Tenant shall be in default under this lease, and shall be subject to all remedies afforded Landlord under the law or by this lease. Tenant specifically waives prior notice of any legal action taken by Landlord.

**LATE FEE IS \$100 IF RENT IS NOT PAID IN FULL BY THE 5th DAY OF THE MONTH
TOTAL OF \$ _____ DUE ON THE 6th DAY OF THE MONTH .**

3) RETURNED CHECKS

In the event any payment of rent, additional rent, or other charges due under this lease is paid by check, and the check is returned for insufficient funds, or for any other reason, Tenant shall forfeit any prompt payment discount which was allowed by virtue of receipt of Tenant's payment on time, and in addition, a charge shall be paid by Tenant in the amount of **\$100.00** to cover handling of the check. This charge shall be considered additional rent, and shall be collectible as such. Tenant shall also be subject to all the remedies afforded Landlord by law or by this lease as though the payment had never been received. Tenant specifically waives prior notice of any such legal action.

4) SECURITY DEPOSIT

Tenant agrees to pay a security deposit of \$ _____ (_____ Dollars) at the time of signing this lease. Landlord may deduct from this deposit the cost of any damages to the premises, the cost of any cleaning not completed by Tenant, any unpaid amount due under this lease, and the cost of any damage or loss suffered by Landlord due to Tenant's default or failure under any of its provisions; however the total amount of such costs or damages shall not be limited by the amount of the deposit.

Landlord shall return the deposit without interest, except as required by law, less any deductions, within 30 days of the termination of this lease, or the surrender of the premises and all keys to Landlord, whichever occurs first.

TENANT MAY NOT GIVE UP HIS SECURITY DEPOSIT INSTEAD OF PAYING HIS LAST MONTH'S RENT. If the last month's rent is not paid on time, Landlord may immediately proceed with any remedy allowed by law or this lease without any prior notice.

5) INSPECTION OF THE PREMISES

The Tenant certifies that he has personally inspected the premises and finds it in good repair and in proper working order. Tenant accepts the entire premises as is.

WITHIN FIVE DAYS OF TAKING POSSESSION OF THE PREMISES, TENANT SHALL FURNISH LANDLORD WITH A WRITTEN LIST OF ANY DEFECTS OR DAMAGES WHICH EXISTED PRIOR TO TENANT'S FIRST TAKING POSSESSION. IF THE TENANT FAILS TO FURNISH SUCH A LIST WITHIN FIVE DAYS, THEN THIS SHALL BE SUFFICIENT EVIDENCE THAT NO DEFECTS OR DAMAGES EXISTED IN THE PREMISES PRIOR TO TENANT'S TAKING POSSESSION. TENANT SHALL BE HELD RESPONSIBLE FOR ALL DAMAGES NOT INCLUDED IN THIS LIST, NORMAL USE AND WEAR ONLY EXCEPTED.

6) **HABITABILITY CLAUSE**

Tenant agrees that prior to the execution of the Lease that Tenant has conducted an examination of the leased premises and determined the same to be a proper and suitable residence for the Tenants listed herein.

7) **UTILITIES**

Landlord agrees to pay: WATER, SEWER, GARBAGE.

Tenant does not have access to laundry hook-ups. If during the term of the lease Tenant requests and Landlord agrees to allow Tenant the use of laundry hook-ups, Tenant agrees to pay \$50 /month laundry fee due on the 1st of each month together with the monthly rent. This fee is subject to change by giving tenant 14-day written notice.

Tenant agrees to pay: GAS, ELECTRIC that may be charged against the premises, directly to the suppliers providing them and these services are not part of this lease agreement.

Tenant will pay these charges promptly when due directly to the municipality or government agency levying them or to Landlord as Landlord shall direct. Failure of Tenant to pay for such charges promptly shall be a breach of a covenant of this lease, and Landlord, if required to pay said charges may immediately collect same, together with any late penalties from Tenant, as additional rent, and may use any provision of this lease or any right under the law for this purpose.

8) **ADDITIONAL PROVISIONS**

The following additional provisions, attached to this lease are hereby incorporated into and made a part of this agreement.

Landlord IS / IS NOT responsible for landscaping and yard maintenance. Landlord IS / IS NOT responsible for snow removal.

9) **USE OF THE PREMISES**

Tenant agrees to use and to occupy the premises as stipulated above, and for no other purpose. Tenant will permit no unlawful business or conduct to be carried on upon the premises, or permit anything to be done contrary to the conditions of any insurance policy, or which increases the hazard, or causes such insurance to become invalidated.

10) **NOISE**

Tenant shall not engage in any noisy activity, which disturbs others, including but not limited to loud parties, playing of musical instruments, televisions, radios, or other sound equipment, nor engage in loud talk at any time, nor act in any other manner which disturbs others.

11) **RESTRICTION AS TO DOGS, CATS OR OTHER ANIMALS**

Tenant agrees not to keep or allow a dog, cat, or other animal on the premises at any time. Pet sitting is not allowed. If Tenant violates this covenant, Tenant shall be subject to all the remedies afforded Landlord by law or by this lease for default. In addition, at Landlord's option, Landlord may terminate this lease and may take immediate possession of the premises. During any period of Tenant's default under this provision, Landlord shall be entitled to collect a penalty from Tenant in the amount of \$5 per day for each animal on the premises as additional rent. Landlord is also authorized to remove any animal found on the premises at any time to an animal shelter or other such location at Tenant's expense. The cost of repairing any damage caused by the animal kept or allowed on the premises shall be charged to the Tenant as additional rent, and shall be collectible as such.

12) **SUBLEASE**

Tenant agrees not to sublease the premises, nor assign this lease, nor permit the use of the premises, or any part of the premises to any other person without the prior written consent of Landlord.

13) **CARE OF THE PREMISES BY TENANT**

TENANT AGREES NOT TO INJURE OR DEFACE THE PREMISES IN ANY MANNER, BUT TO KEEP AND PRESERVE IT IN GOOD ORDER, and at the expiration of this lease, or its sooner termination, to peacefully and quietly yield up the premises in as good or better order and condition as it is at the time of first taking possession. Tenant shall not drive nails, screws, or tacks into the walls or woodwork nor deface these in any way. Pictures or other items shall be attached to the walls by a method approved by Landlord. The cost of repairing any defacement, or damage caused by Tenant, Tenant's visitors, or any other third party shall be charged against the Tenant as additional rent, and shall be collectible as such. Tenant agrees not to keep or use, or allow any inflammable or explosive fluids or compounds within, on or near the premises without written permission of Landlord. Tenant agrees to protect and keep the entire premises secure at all times. Tenant also agrees not to place or permit cars, trucks or other vehicles on the lawn or on other parts of the premises where they are not intended, including heavy trucks and equipment on the blacktopped or concrete drives and parking areas. No junk, disabled, or vehicles with expired registration and/or without current inspection stickers shall be permitted in, on or about the premises. Written notice of no less than seven (7) days shall be provided by landlord to tenant to remove said vehicles from the premises. In the event said vehicles are not removed, landlord shall be permitted to have said vehicles removed at tenant's expense. Tenant hereby releases landlord from any liability of any kind or nature for such removal. Any damage to the premises caused by Tenant's failure to comply with this lease provision shall be charged against tenant as additional rent and shall be collectible as such. Tenant agrees to notify Landlord in writing prior to leaving the premises for any extended period of time including any period of 7 days or more. Such notice, however, shall not relieve Tenant from his obligation to keep the premises secure at all times, nor from all his other responsibilities for the premises under the provisions of this lease. Tenant agrees to keep the premises and its appliances and equipment clean and free from rubbish or trash at all times, and to shampoo any carpeting on the premises periodically as needed. If Landlord is required to pay for any cleaning or hauling of trash, the cost will be charged to Tenant as additional rent, and shall be collectible as such. Tenant agrees to remove all snow and ice from the sidewalks and driveways adjoining the premises except as otherwise provided in this lease. If Landlord is required to pay for any removal of snow or ice, the cost will be charged to Tenant as additional rent, and shall be collectible as such. Tenant agrees to keep the premises heated at all times during the heating season. In the event Tenant fails in this respect, and any freezing and bursting of pipes or other damage occurs due to the lack of heat, the cost of repairing the damage shall be charged against Tenant as additional rent, and shall be collectible as such. Except as otherwise provided in this lease, Tenant shall keep the lawn in order and all shrubs neatly trimmed during the term of this lease, and keep the exterior of the premises free from trash and in good order and condition at all times. No grease, coffee grounds, sanitary napkins, or smoking materials in drains or toilets. Plumbing repairs necessitated by resident carelessness or neglect shall be at the expense of the resident.

14) REPAIRS

- The Landlord shall not be required to perform any repairs during this lease except at the Landlord's option or as required by law.
- Tenant agrees to keep the following in good order and repair: plumbing fixtures and accessories; electrical fixtures; windows, screens, and doors; knobs, latches, and hardware.
- Tenant shall furnish and replace as needed all fuses, light bulbs, furnace and exhaust filters, fluorescent light tubes and starters, smoke detector batteries, and all other such consumable items and supplies used in the leased premises during the term of this lease.
- Tenant shall be responsible for any periodic or seasonal service to the heating and air-conditioning system and preventative maintenance of the same
- Tenant shall be responsible for opening clogged drains, toilets, sinks, and traps caused by Tenant's usage.
- Tenant shall be responsible for extermination services for any infestation of insects (other than termites), vermin or other infestation within the leased premises. In the case of multi-family apartments or townhouse units, if any such infestation also affects areas of the building outside the leased premises, then the Landlord shall provide extermination services and the Tenants shall pay, as additional rent, their share of the cost based on the number of apartments serviced.
- Tenant shall notify the Landlord of any roof leak, or other major repair or replacement to the leased premises which may become necessary. Tenant shall be held solely responsible for the cost of any repairs or replacement which becomes necessary due to the willfulness, neglect, or negligence of the Tenants or their visitors.

15) NO REDUCTION IN RENT FOR REPAIRS

No elimination or reduction in rent, or other compensation shall be claimed by Tenant for any inconvenience or discomfort arising from repairs or improvements being made to the premises or its equipment, nor from any space taken to comply with any law or government authority, nor from Landlord's failure to supply any services, utility, or supplies agreed to in this lease due to causes beyond Landlord's control. In the case of any such curtailment or services, utility, or supplies, Landlord shall make a reasonable effort to reinstate the same as soon as practicable.

16) IMPROVEMENTS MADE BY TENANT TO REMAIN

TENANT SHALL MAKE NO REPAIRS, ALTERATIONS, ADDITIONS, OR IMPROVEMENTS TO THE PREMISES WITHOUT LANDLORD'S WRITTEN PERMISSION.

Any repairs, alterations, additions, or improvements made by either Landlord or Tenant shall be the property of Landlord, and shall remain on and be delivered up with the premises at the termination of this lease without molestation or injury. It is specifically understood that any fixtures or equipment which Tenant may install or attach to the premises in any way, except moveable furniture, shall be and remain the exclusive property of Landlord, and Tenant shall not be allowed to remove the same at the end of this lease. If Tenant, after installing any such fixtures, additions, or equipment removes them from the premises in violation of this provision, then Landlord may collect the value of the fixture, equipment or item removed as additional rent and may use any provision of this lease for that purpose. Tenant shall not change the locks on the premises nor install any additional locking devices without the prior written consent of Landlord, and without supplying Landlord with duplicate sets of all keys, as directed by Landlord.

17) INSURANCE CLAUSE

Tenant's personal property is not insured by Landlord's insurance. Tenant shall be responsible for his own goods placed upon the premises. All insurance carried upon Tenant's goods shall be the responsibility of the Tenant. Tenant agrees to carry Renter's Insurance at own expense with \$300,000 minimum liability coverage and to provide Landlord with a Certificate of Insurance where Landlord must be listed as additional insured. Landlord must be entitled to receive a written notice from insurance company or agent before insurance coverage can be cancelled or changed. Renter's Insurance must be in place prior to the Lease start date and maintained during entire occupancy period.

18) PERSONAL SECURITY

Tenant agrees to assume full responsibility for the personal security and safety of the inhabitants of the leased premises. Tenant agrees that at Tenant's own expense to take such additional security measures, as Tenant deems appropriate.

19) TENANT'S NOTICE TO VACATE

Tenant is hereby notified and required by Landlord to vacate, remove from, and deliver up the premises to Landlord at the termination of this lease, as it is Landlord's desire to repossess the premises at that time. Tenant accepts and admits due service of this notice to vacate the premises.

20) HOLD OVER PROVISIONS

If Tenant should hold over beyond the expiration of this lease, and Landlord accepts any rental for any part of the hold-over period, then the hold-over, and each successive hold-over shall be for the same period of time as the initial term of this lease subject to Landlord's right to terminate the lease at any time by giving Tenant ten days written notice of the earlier date of termination. The provisions of this lease shall each and all apply to and be considered a part of the first and any subsequent hold-over terms. Landlord and Tenant agree that, in the absence of a new lease or written agreement of lease, no prior or subsequent verbal agreement to vary this provision shall be enforceable.

21) TENANT'S DUTIES AT END OF LEASE

Tenant agrees to give Landlord a forwarding address in writing at the time of moving out. Tenant will, during the term of this lease, keep, and at its termination deliver the premises to Landlord in as good or better order and condition as at its beginning. Upon vacating the premises, Tenant shall thoroughly clean the premises ready for another occupant, to the satisfaction of Landlord. Cleaning shall include but not be limited to all appliances, fixtures, furniture, shampooing of carpet, walls, floors, ceilings, windows, woodwork, doors, removal of rubbish and garbage from the premises and surrounding land, and lawn mowing. In the event Tenant fails in this regard; Landlord may pursue and collect the cost of cleaning as additional rent and may use any provisions of this lease or any legal remedy for that purpose.

22) DEATH DOES NOT EFFECT THE LEASE

Death of either Landlord or Tenant shall not effect nor cancel this lease.

23) TENANT'S FAILURE TO TAKE POSSESSION

If Tenant fails to take possession of the premises at the time above stipulated, he forfeits all rights under this lease, and it shall become null and void at the option of Landlord, and Tenant shall not be entitled to recover any rent or deposits made to Landlord. Tenant releases Landlord from any Liability to deliver possession of the premises due to causes beyond Landlord's control.

24) LANDLORD'S RIGHT TO TERMINATE LEASE

Landlord reserves the right to terminate this lease at any time upon giving thirty days written notice to Tenant. Tenant agrees to vacate the premises on or before the expiration of the notice period. If Tenant fails to vacate the premises on said written notice; Landlord may use every right provided in this lease or as provided by law to obtain possession of the premises.

25) TENANT'S RIGHT TO TERMINATE LEASE

If and provided the Tenant has complied with all the terms of this lease, including the payment of all rent, additional rent, and any other charges due, then in that event only, Tenant shall have the right to terminate this lease as of the **end of any month** by giving Landlord 30 days prior written notice and paying rent to the date of termination plus an amount equal to **two months rent as liquidated damages. Payment of said liquidated damages must be received by Landlord at the same time the 30 days notice is given.** The termination of this lease, however, shall be conditioned upon compliance by Tenant with all the provisions of paragraph 21 of this lease, Landlord's final inspection and approval of the condition of the premises, payment of all rent, additional rent, the cost of repairing any damages to the premises, utilities, and all other amounts due, as well as compliance with all of the provisions of this lease; and this lease shall continue in full force and effect until all the obligations of the Tenant under this provision are fully satisfied.

26) FIRE CLAUSE

In case of fire or other casualty, Landlord shall have the right to immediately terminate this lease and obtain full possession and occupancy of the premises by giving written notice to Tenant, or If Landlord shall elect to repair the damage and not to terminate this lease, than such repairs shall be accomplished as speedily as practicable, and this lease shall not be affected whatsoever, including Tenant's obligation to pay rent. Tenant agrees to notify Landlord immediately in case of fire or other casualty.

27) EMINENT DOMAIN

If the whole or any part of premises is taken under eminent domain, then effective as of the taking, this lease may be terminated at Landlord's option.

28) SUBORDINATION CLAUSE

This lease shall be subject and subordinate at all times to the lien of any mortgages now on or hereafter placed on the land and buildings of the premises by the Landlord. Tenant covenants and agrees to execute and deliver upon demand to the Landlord any instrument subordinating this lease to the lien of any present or future mortgage as may be requested by any mortgagee of the premises. Tenant hereby appoints Landlord his attorney in fact irrevocably during the term of this lease to execute any such subordination instrument that may be required by any mortgagee for and in the name of Tenant. This lease shall also be subject and subordinate to all present and future easements.

29) RELEASE OF LANDLORD'S LIABILITY FOR DAMAGES AND INJURIES

It is understood and agreed that Tenant releases and holds Landlord harmless and agrees to indemnify the Landlord against all liability and claims for any damages to the goods and effects of Tenant or others or for any injury received by Tenant, his guests, visitors, or any other third party on the premises, unless said injury or damages are the proximate result of Landlord's negligence or failure to take steps necessary to correct any defect in the premises not caused by the Tenant, after due notice is given by the Tenant, and within a reasonable amount of time, given the circumstances then prevailing. In the case of damages to the property of Landlord created willfully or by the carelessness or neglect of Tenant, his guests, or any third party, Tenant agrees to reimburse the Landlord to the full extent of such damages. Sid damages to be payable as additional rent and collectible as such.

30) LANDLORD'S RIGHT TO ENTER AND LABEL PREMISES

Landlord reserves the right to label the premises for rent or sale and to enter the premises (accompanied by others if so desired by Landlord) at any reasonable time to examine the condition of the premises, or for the purpose of making repairs or improvements, protecting the premises from damage, or showing the premises for rent or sale. Landlord will attempt to notify Tenant at least 24 hours in advance of any intended entry, if possible. Tenant shall not unreasonably restrict or prohibit any such entry. If Tenant should leave the premises permanently or temporarily during the term of this lease, or in the case of an emergency situation, the Landlord or his employees or agents shall have the right, and are authorized by Tenant, to immediately enter the same for the purpose of protecting the premises from freezing and bursting of water pipes, or any other damage which might threaten the premises, or to respond to any emergency situation. Any such entry by the Landlord, his employees, or agents shall in no way be considered as a forcible entry or trespass, and Tenant waives all right of action at law for forcible entry or trespass in such case.

31) DEFAULT CLAUSE

During the term of this lease, or any of its renewals, if any of the following conditions occur, and as often as they may occur, landlord may at his or her discretion terminate this lease.

- 1) Upon the failure of Tenant to pay any installment or installments of rent or additional rent due after five days' notice of said failure; or to keep all of the covenants and responsibilities of this lease after notice of said failure is given; or
- 2) If Tenant shall make any attempt or manifest any intention to remove the goods or effects of Tenant's or occupants our of or off of the premises; or
- 3) In the case of judicial seizure or sale of Tenant's goods which are located on the premises; or
- 4) If a petition for legal determination of Tenant as a voluntary or involuntary bankrupt shall be filed under the Acts of Congress relating to bankruptcy, or if an application is made for appointment of a receiver for Tenant, or if Tenant makes an assignment for the benefit of creditors, without first having paid and satisfied the Landlord in full for all rent which may become due and payable during the term of this lease;

5) **USE OF ILLEGAL DRUGS.**

- A) The conviction of the Tenant or any other occupant of the leased premises for the illegal sale or distribution of any drug in violation of "The Controlled Substance, Drug, Device and Cosmetic Act," or any other act governing illegal drugs or controlled substances upon any portion of the leased premises or upon the land or building containing the leased premises.
- B) Any violation by the Tenant or by any other occupant of the leased premises of any of the provisions of "The Controlled Substance, Drug Device and Cosmetic Act" or any other law governing illegal drugs or controlled substances.
- C) The application made by the Tenant or any other occupant of the leased premises, or acceptance of any such person in the "Probation Without Verdict" program, the "Accelerated Rehabilitative Disposition" program, or any similar program related to a drug violation or offense.
- D) The seizure by law enforcement officials of any illegal drugs on the leased premises.

LANDLORD MAY THEN IMMEDIATELY PROCEED to recover possession of the premises as provided by law and/or to collect, as provided by law, all rent, and additional rent due, including, if Landlord shall elect, and to the extent permitted by law, the entire amount of rent for the full term of this lease from beginning to end as though the entire amount were due on the first day of the term in advance, along with liquidated damages as defined below, interest, cost of suit, and reasonable collection fees, including reasonable attorney's fees, and Landlord may demand this amount from the proceeds of any sale that may occur of Tenant's goods. **TENANT SPECIFICALLY WAIVES PRIOR NOTICE TO VACATE, AND LANDLORD MAY PROCEED WITH ANY ACTION AT LAW WITHOUT ANY ADDITIONAL PRIOR NOTICE TO TENANT WHATSOEVER.**

Tenant specifically waives all exemptions, notices, right of replevin, appraisal, appeal, right to petition for a supersedes, stay of execution, and any and/or all rights of redemption granted by any present or future law in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the premises by reason of Tenant's violation of any of the provisions of this lease. In the event of a default by Tenant as specified above or under any of the terms of this lease, Landlord may, at his option, and without prior notice to Tenant:

- 1) Take immediate possession of the premises, as though this lease had expired, provided said actions legally permissible. Said action shall under no circumstances be considered as an eviction of the Tenant, nor as forcible entry, nor a holding back of the premises from Tenant; Tenant forfeiting possession by such default, and/or
- 2) Declare this lease null and void and demand possession of the premises from Tenant, using any rights or remedies as provided by law.

Should the Tenant fail to comply with any of the covenants,

conditions, or responsibilities of this lease, or fail to pay any rent, or additional rent due under this lease, then Landlord shall be entitled to collect all costs incurred for loss of interim rent, advertising, brokerage fees, decorating and preparing the premises for another occupant, attorneys fees, court costs, cost of time spent by Landlord and Landlord's employees in securing another occupant for the premises, and all other costs incurred by Landlord by virtue of Tenant's default.

32) **ABANDONMENT OF TENANT'S GOODS**

In the event it appears to the Landlord that the Tenant has abandoned the leased premises, the Landlord shall be entitled to remove the Tenant's belongings and dispose of them as the Landlord sees fit without any liability whatever to the Tenant. Without limiting the generality of the previous sentence, the Landlord shall have the right to conclusively presume that the Tenant has abandoned the premises and his belongings if the Tenant has been absent from the lease premises for a continuous period of seven days without notifying the Landlord of said absence in writing. In the event Landlord obtains a judgement for possession of the leased premises, and no appeal is filed by the tenant within the time allotted by law, then the Landlord shall be entitled to remove and dispose of the Tenant's belongings which are located at the leased premises without any liability whatsoever to the Tenant.

33) **TENANT'S WARRANTY AS TO GOODS ON PREMISES**

Tenant affirms that all goods placed on the premises during the term of this lease, are Tenant's sole property, and are not exempt from any claims for rent. This lease is entered into with the above understanding between Landlord and Tenant.

34) **LANDLORD'S ENFORCEMENT RIGHTS TO BE PRESERVED**

It is agreed that acceptance of Landlord of any of the rent at any time after it has become due, or default has been made in the payment of rent, or any failure of Landlord to enforce any of his rights under this lease shall in no way be considered as waiving his right to enforce the same, and Landlord may do so without any notice whatever. Any attempt to collect rent by one proceeding shall not waive Landlord's right to collect the same by any other proceeding. Landlord reserves the right to apply any payments toward delinquent rent, current rent or any other charges due under this lease at Landlord's option.

35) **TITLE AND QUIET ENJOYMENT**

Landlord affirms to Tenant that Landlord has the right and authority to enter into, execute, and deliver this lease. Landlord further affirms that if Tenant pays the rent and performs the duties, covenants, and responsibilities of this lease, then Tenant shall have, and may peacefully and quietly hold and enjoy the premises for the term of this lease without hindrance from the Landlord.

36) **SMOKE DETECTORS**

Unless specified otherwise in the lease agreement, it shall be the responsibility of the tenant to inspect and test the operation of the automatic detection device at the beginning of the tenant's occupancy and then monthly thereafter, and to replace batteries if needed in order to keep the automatic detection device operable at all times. The tenant shall also be responsible for notifying the owner in case the automatic detection device is not properly functioning. In addition, the owner or his agent shall be allowed to inspect the automatic fire detection devices on a yearly basis.

37) **NOTICES**

Any notice to the Tenant shall be considered duly delivered when addressed to the Tenant and deposited in the mail for delivery at the Premises; or when delivered in person to the Tenant or to any other person at the premises; or when affixed or attached to the premises in a conspicuous manner. Notices to the Landlord shall be sent by certified mail, with return receipt, to Landlord's office as written above or to such other place as Landlord may designate in writing.

38) SEVERABILITY

It is agreed that in the event one or more provisions of this lease are found to be unenforceable due to applicable laws now in effect, or which come into effect during the term of this lease, the remainder of this agreement shall not be affected, and shall remain in full force and effect.

39) ENTIRE AGREEMENT

This lease contains the entire contract between Landlord and Tenant. No representative or employee of the Landlord has been authorized to make any representations or promises with reference to this lease agreement, or to alter or modify its terms in any way. No additions, changes or modifications shall be binding unless reduced to writing, signed by both Landlord and Tenant, and attached to this lease. The captions printed above the various provisions of this lease are for ease of reading only, and do not form a part of this agreement. Within this agreement, the use of either singular or plural language shall also include the other, and the use of masculine gender shall also include any other gender.

40) PLAIN LANGUAGE NOTICE

The Landlord has made every effort to make this lease easy to read and understand. Tenants are advised to ask Landlord any questions and to request the written explanation of any part of this Lease.

IT IS FURTHER AGREED AS FOLLOWS:

No water beds permitted in/on the property at any time. Tenants agree to pay \$100 per week fee for violation.

No smoking is allowed on the property at any time for tenants or their guests. Tenants agree to pay additional \$500 cleaning fee plus the cost of repainting for smoking.

Lockout fee is \$45 during business hours 9am-5pm Monday through Friday and \$90 outside business hours.

Tenants are given one key per person and are not allowed to make copies of the keys. In the event of loosing the key, Tenants agree to pay \$35 charge to replace the key.

Appliances: tenants are responsible for the first \$100 in repairs, Landlord will cover the remaining cost of repairs or replacement after the first \$100.

MUNICIPAL RENTAL FEES CLAUSE:

Tenant shall reimburse Landlord for any municipal service fee, special assessment, inspection fee, license fee, rental permit fee, or special tax levied upon the rental unit which must be paid to permit its use as a residential rental. Tenant shall be responsible for such fees and taxes whether they are in effect at the start of this lease, or if they become effective during the Lease term. The amount due shall be considered as additional rent, and must be paid within 10 days of billing by the Landlord

INFLATION CLAUSE:

Any fees, taxes, or other charges, assessed or increased by any agency, business or utility that do not exist at the signing of this lease shall be passed onto the tenant as additional rent and due on demand.

INFESTATION CLAUSE

Tenant is solely responsible to cover the cost of any necessary pest extermination services when it is determined by professional exterminator that such infestation is caused by the tenant. Infestation Clause includes but not limited to bed bugs, fleas, and other household parasites.

TENANT ACKNOWLEDGES RECEIPT OF LEASE _____ L.S.

_____ DATE

TENANT AFFIRMS, BY SIGNING AND EXECUTING THIS LEASE, THAT HE HAS READ THE ENTIRE AGREEMENT, AND FULLY UNDERSTANDS ALL OF ITS PROVISIONS. LANDLORD AND TENANT 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.

LANDLORD _____ L.S. TENANT _____ L.S.

_____ L.S. _____ L.S.

_____ L.S. _____ L.S.

READ YOUR LEASE BEFORE SIGNING IT. IT IS A LEGAL DOCUMENT AND YOU WILL BE HELD RESPONSIBLE FOR ALL ITS TERMS.

DISCLAIMER

Copyright 1998 by Apartment Association of Northwestern Pennsylvania, Inc.

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