

**Lease Agreement**

LEASE AGREEMENT made this **11th** day of **November**, **2013** between **Dennis Bray (B&G Brothers Rentals) (telephone 724-549-2059)**, with an address at **50 Stevenson Avenue, Indiana PA 15701** (hereinafter referred to as "Landlords") and

\_\_\_\_\_

(hereinafter referred to as "Tenants").

IT IS THEREFORE AGREED:

1. The Landlords shall lease to the Tenants the premises located at:  
**56 S. 5th St. Indiana, PA 15701 Apt #1**
2. During the term of this lease, the Tenants occupying the Leasehold Premises under lease from the Landlord shall be entitled to the use and occupancy, in common with each other, of the Leasehold Premises. The Tenants shall be and remain jointly and severally liable to the Landlord for the care and preservation of the Leasehold premises; and shall be and remain jointly and severally liable to the Landlord for the payment of the entire rent herein reserved.
3. The term of this lease shall be for a period of **two semesters**, commencing **beginning of Fall semester 2014** and **terminating Last day of finals of Spring semester 2015** or renewed or extended as hereinafter provided. Either party hereto, without cause, may terminate this Lease Agreement at the end of the primary term hereof or of any renewal term by giving the other party not less than (30) days written notice prior to such expiration date.
4. The Tenants shall pay to the Landlord a sum of:  
**Eleven Thousand Two Hundred Dollars (\$11,200) (\$2,800 X 2 Per person, per semester)** to lease the property.

**1st payment \$5,600 Due Date August 1st 2014**

**2nd payment \$5,600 Due Date December 15th 2014**

Check for rent due shall be made payable to:

***B and G Brothers Rentals,  
50 Stevenson Avenue,  
Indiana PA 15701.***

A **thirty-five dollar (\$35.00)** fee will be charged on all returned checks and all subsequent rental payments must be paid via cash, money order, or cashiers check. **A \$75 Penalty will be charged for any rent received 10 days after, rent is due.**

5. Rent payments for the entire dwelling should be made at one time with one check. Assign one person to be the treasurer. They in return issue one check for the rent payment in full. It is the responsibility of the group to make payment in full.

Tenants' initials \_\_\_\_\_  
\_\_\_\_\_

Landlords' initials \_\_\_\_\_

6. Keys will not be given out until payment in full as per (3.)above, and (4.) above
7. The Tenants shall, upon execution hereof, pay to Landlords and shall keep on deposit with Landlords the sum **five hundred dollars** (\$250 per student) as a Security Deposit for the payment of damages to the leased premises or default in rent. Unless withheld by the Landlord, in whole or in part, by reason of any damage to the Leasehold Premises, Landlords will refund all deposits due within **thirty (30)** days after Tenants have moved out completely, paid the balance of their lease agreement, and returned their keys.
8. In the event the Tenants shall fail to pay the rent herein provided for a period, of Ten (10) days after the rent shall become due, In addition to the \$75 late penalty charge, the Tenants hereby authorize any attorney of any court of record of Pennsylvania to appear for the Tenants and to confess judgment against the Tenants, and in favor of the Landlord, jointly and severally for the entire amount of the rent then remaining due and unpaid, whether in one or more proceedings, together with an attorney's commission of Ten (10%) percent.
9. Only the following persons are to live in this dwelling: \_\_\_\_\_  
\_\_\_\_\_

Without Landlords' prior written permission, no other persons may live there, even temporarily.

10. The Landlords, at their own expense, shall furnish the following utilities or amenities for the benefit of the Tenants:  
  
***Gas, Electric, Water, Sewage, Garbage pick up, Internet, Refrigerator, Range, Various living room, kitchen, and bedroom furniture.***
11. The Tenants, at their own expense, shall furnish the following:  
  
***Cable TV, & Air conditioning additional (\$30.00 a month per unit).***
12. Any Utilities to be paid by Tenants are considered additional rent and must be paid in full when due or in the event of termination, for full; term of the lease. Tenants understand that the security deposit is not to be used for any unpaid balance due at any Utility company. Tenants further understand that it is the responsibility of the resident to arrange with the utility company for the beginning, termination, and billing of said utilities. *We have all necessary phone numbers for a smooth transition.*
13. During the term of this lease, the Landlord shall provide for necessary repairs and maintenance of the Leasehold premises. The Tenants shall not provide, nor arrange for any repair maintenance of the Leasehold Premises, and the Landlord shall not be responsible or liable to the Tenants, or to any other person, for the costs of any repair of maintenance provided or arranged by the Tenants. **The Tenants shall promptly notify the Landlord of the need for any repair or maintenance to the Leasehold Premises.**

Tenants' initials \_\_\_\_\_ Landlords' initials \_\_\_\_\_  
\_\_\_\_\_

14. The Tenants shall agree to the following:
- a) **No pets are permitted.**
  - b) To keep from making loud noises and disturbances and to play music/broadcast programs at all times so as not to disturb other people's peace and quiet.
  - c) Not hold parties that would interfere or disturb other Tenants in the building.
  - d) To allow the Landlords to inspect the dwelling, work on it, or show it to prospective Tenants at any and all reasonable times.
  - e) Not post any bills or erect billboards or signs.
  - f) To keep yards and garbage areas clean and to otherwise not permit or commit waste to the premises.
  - g) To keep basements, hallways, porches, patios, and common areas clean and free of debris in order to maintain safe conditions. Children's toys and vehicles are to be kept in each unit.
  - h) Not place furniture, grills, garbage, etc. on the fire escapes in order to maintain clear passageways in the event of an emergency.
  - i) To allow the Landlords to determine appropriate furnishing and decorations in outside areas (porches, patios, etc.).
  - j) To allow the Landlords to determine appropriate window treatments (no sheets, towels, blankets, etc. are allowed, even temporarily).
  - k) Not dispose of sanitary items, paper towels, disposable diapers, facial tissues, etc. in the toilets (any plumbing bill caused by such disposal will be the responsibility of the Tenants).
  - l) Not make any alterations in, additions to or improvements to the premises (including painting) without the prior written consent of the Landlords.
  - m) Not install outside aerials or antennas.
  - n) Tenants are not permitted on the roof for any reason
  - o) NO Waterbeds are permitted
  - p) Grease, Coffee Grounds, food scraps, etc. will not be put down the drains, sanitary napkins, tampons, etc will not be flushed down the toilet. Tenant will pay for any service to correct sewer blockage caused by above mentioned.
  - q) Tenant is responsible for replacing any light bulbs (Except florescent) when necessary.
  - r) The landlord is not responsible for the loss of personal property caused by fire, theft, etc. Check your parent's homeowner policy for these coverage's.
  - s) Any responsibility for damage to the Landlord's property, which is not claimed by specific individuals, will be assessed equally to all tenants.
  - t) When the lease is terminated any personal property left in or on the premise shall be conclusively deemed abandoned.
  - u) **At the termination of this lease the Tenants must thoroughly clean the dwelling according to attached "Checkout procedures" document This cleaning shall include all floors, Bathrooms (Toilet, Tub, Sink, Shower curtains. Cabinets, Oven. Refrigerators must be unplugged and thoroughly cleaned. Refrigerator doors must be propped open, so as to prevent the growth of bacteria and mildew. In the event cleaning is not done or done properly. Someone will be hired to do the work. Cleaning on a per hour basis will be charged and deducted from the security deposit. See attached "Check Out Procedures" for more detailed information.**
  - v) The dwelling must be kept clean at all times.

Tenants' initials \_\_\_\_\_ Landlords' initials \_\_\_\_\_  
 \_\_\_\_\_

- w) Tenant may not hang anything on the walls with nails. If holes are put in walls they must be repaired.
  - x) Tenants will be responsible for all snow shoveling when necessary.
  - y) Sidewalks must be shoveled within 24 hours of snowfall according to Indiana boro code. (327 Philadelphia St location only)
  - z) **NO indoor use of alternate heating sources, such as Kerosene or space heaters**
15. The Tenants and all other persons visiting the leased premises at the invitation of Tenants shall comply with all Rules and Regulations adopted by Landlords and with such changes therein or additional Rules and Regulations as Landlords may time to time reasonably adopt. Failure of Tenants or such other persons to observe and comply with these Rules and Regulations shall constitute an act of default under this Lease Agreement and be cause for eviction.
  16. The Tenants shall comply with all rules, regulations, ordinances, codes and laws of all government authorities having jurisdiction over the premises.
  17. The Tenants shall not permit or engage in any activity which will affect an increase in the rate of insurance for the Building in which the premises is contained nor shall the Tenants permit or commit any nuisance thereon.
  18. The Tenants shall not sub-let or assign the premises nor allow any other person or business to use or occupy the premises without prior written consent of Landlords.
  19. It is agreed that if said Tenants shall default in the installment of any payment of rent, or of any other sum provided for under this Lease as the same becomes due and payable or in any way breaches any condition of this Lease, then and in such case the entire rent for the balance of the term shall at once become due and payable as if by the terms of the Lease it were all payable in advance.
  20. If Landlords shall enforce the provisions of this Lease Agreement in any court against the Tenants, the Landlords shall be entitled, as part of any court judgment, to be reimbursed for all costs and expenses, including reasonable attorney's fees incurred in seeking enforcement of the terms and conditions of this Lease Agreement.
  21. In the event of a sale or transferal of ownership of the property on which the leased premises is located, the new owner shall have the right to cancel all the leases by giving Tenants sixty (60) days notice in writing from the first day of the month.
  22. The Landlords and the Tenants warrant and represent each to the other that the performance of this agreement does not violate any laws, statutes, local ordinances, state or federal regulations, regarding controlled substances, or otherwise, or any court order or administrative order or ruling, nor is such performance in violation of any loan document's conditions or restrictions in effect for financing, whether secured or unsecured.
  23. This agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors, and assigns.

Tenants' initials      \_\_\_\_\_      \_\_\_\_\_      Landlords' initials      \_\_\_\_\_  
    \_\_\_\_\_      \_\_\_\_\_

24. THE LANDLORDS SHALL NOT BE SUBJECT TO LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON OR TO ANY PROPERTY AT ANY TIME ON SAID PREMISES OR BUILDING FROM ANY CAUSE WHATEVER THAT MAY AT ANY TIME EXIST FROM THE USE OR CONDITION OF SAID PREMISES OR BUILDING OR FROM ICE THEREON, OR FROM WATER, RAIN OR SNOW WHICH MAY LEAK INTO, ISSUE OR FLOW FROM ANY PART OF SAID BUILDING, OR FROM THE PIPES OR PLUMBING OF THE SAME, OR FROM ANY OTHER PLACE OR FROM ANY OTHER CAUSE, DURING SAID TERM OR ANY RENEWAL THEREOF.
  
25. The Landlord or any person authorized by the Landlord shall have the right to enter the leased Property at reasonable time to inspect the property, to make repairs, or as needed to enforce this lease. In case of emergency the landlord shall have the right to enter at anytime. The landlord shall have the right to inspect the apartment at anytime if the landlord reasonably believes the tenant has violated any provision of this lease, including those provisions that constitute violations of any local or state law or ordinance. The Landlord shall also have the right to inspect the Leased property if contacted by any law enforcement.
  
26. Tenants agree to waive all advanced notice provided for in Section 501 of Act No. 20 approved April 6, 1951 entitled "The Landlord and Tenant Act of 1951" as amended, meaning that no advance notice need be given to the Tenant prior to filing an action for recovery of money and/or recovery of possession of the premises resulting from any breach of the Lease or following the expiration of the term hereof.
  
27. In the event any provision of this agreement is held to be void, invalid or unenforceable in any respect, then the same shall not affect the remaining provisions hereof, which shall continue in full force and effect.
  
28. This agreement contains the entire understanding of the parties. It may not be changed orally. This agreement may be amended or modified only in writing that has been executed by both parties hereto.
  
29. Tenant agrees this lease **DOES NOT** entitle the tenant to occupy the leasehold Premises between the end of the 1<sup>st</sup> semester and beginning of the 2<sup>nd</sup> semester. Tenant must vacate premise by the Sunday following the end of the Fall Semester. Tenant may return the first Friday before the Spring semester begins.
  
30. This Lease may be signed in one or more counterparts, and all such counterparts shall form but one integrated agreement.

Tenants' initials      \_\_\_\_\_      \_\_\_\_\_      Landlords' initials      \_\_\_\_\_  
    \_\_\_\_\_      \_\_\_\_\_

# B&G Brothers Rentals Check-Out Procedures

- 1) All carpets must be professionally cleaned and carpet receipt must be given to Landlord
- 2) Rental Unit must be cleaned in accordance with B&G Brothers standards. See below.
- 3) All personal items, food and trash must be removed. If Lessee fails to remove items, there will be a fee to remove items and storage of \$5 a day. Lessor will not be responsible for damages or loss of these items during that time.
- 4) All keys must be returned or a \$10 fee will be charged.
- 5) Provide a forwarding address for the security deposit if different than Home address.
- 6) Security deposit will be returned within 30 days after the termination of the lease.

\*Charges below do not represent an all-inclusive list

## Cleaning Charge list

<b>General</b>		<b>Kitchen</b>	
Walls - must be washed	\$20 wal	Floor Mopped	\$20
Windows - inside	\$15 ea.	Cabinets inside & Out	\$30
Carpets Steam cleaned professionally	\$80-\$150	Countertops	\$10
Apartment entrance door	\$10	Refrigerator in/out	\$40
Closet doors	\$10	Sinks Scrubbed	\$10
Fire Extinguisher - to refill if discharged	\$25	Range Top - Burners, rings around burners	\$30
Clean Furniture	\$75	Oven	\$20
<b>Bath</b>		<b>Miscellaneous</b>	
Shower /Tub Cleaned/s scrubbed	\$60	Garbage Left behind	\$10 per bag
Toilet Cleaned /Scrubbed	\$30	Large garbage left behind	\$50 a truck
Sink / Vanity	\$20		
Floor	\$15		

## Cleaning aid list

- Oven - Easy off spray
- Bathroom - Clorox Disinfecting bathroom cleaner
- Sinks - Clorox Disinfecting bathroom cleaner
- Toilet - Lysol toilet cleaner
- Walls - Mr. Clean
- Refrigerator - Clorox disinfectant Spray
- Floors (bare) - Mr. Clean

I understand that I have read the above Check Out Procedures and will abide by the same.

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Landlord's Signature: \_\_\_\_\_

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Tenant's Name: \_\_\_\_\_  
Home Addr. \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Driver's License: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_; Date: \_\_\_\_\_

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Tenant's Name: \_\_\_\_\_  
Home Addr. \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Driver's License: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_; Date: \_\_\_\_\_

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Tenant's Name: \_\_\_\_\_  
Home Addr. \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Driver's License: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_; Date: \_\_\_\_\_

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Tenant's Name: \_\_\_\_\_  
Home Addr. \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Driver's License: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_; Date: \_\_\_\_\_

\*\*\*\*\*

Tenant's Name: \_\_\_\_\_  
Home Addr. \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Driver's License: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_; Date: \_\_\_\_\_

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards  
Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):  
(i) \_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
(ii) \_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):  
(i) \_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
(ii) \_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) Lessee has received copies of all information listed above.  
\_\_\_\_\_  
\_\_\_\_\_

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.  
\_\_\_\_\_  
\_\_\_\_\_

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_