# STUDIO APARTMENT 15 PARK CIRCLE - MARIENVILLE, PA 16239

#### PENNSYLVANIA RESIDENTIAL LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made and entered on January 01, 2021 (the "Effective Date") by and between SRP consulting group, llc (the "Landlord") and the following tenants:

(THE "TENANT")

SUBJECT TO THE TERMS AND CONDITIONS STATED BELOW THE PARTIES AGREE AS FOLLOWS:

#### 1. PROPERTY

LANDLORD, IN CONSIDERATION OF THE LEASE PAYMENTS PROVIDED IN THIS AGREEMENT, LEASES TO TENANT AN APARTMENT LOCATED AT 15 PARK CIRCLE, MARIENVILLE, PENNSYLVANIA 16239 (THE "PROPERTY"). NO OTHER PORTION OF THE BUILDING WHEREIN THE PROPERTY IS LOCATED IS INCLUDED UNLESS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

#### 2. TERM

THIS AGREEMENT WILL BEGIN ON JANUARY 01, 2021 (THE "START DATE") AND WILL TERMINATE ON JANUARY 01, 2022 (THE "TERMINATION DATE").

TENANT WILL VACATE THE PROPERTY UPON TERMINATION OF THE AGREEMENT, UNLESS: (I) LANDLORD AND TENANT HAVE EXTENDED THIS AGREEMENT IN WRITING OR SIGNED A NEW AGREEMENT; (II) MANDATED BY LOCAL RENT CONTROL LAW; OR (III) LANDLORD ACCEPTS RENT FROM TENANT (OTHER THAN PAST DUE RENT), IN WHICH CASE A MONTH-TO-MONTH TENANCY WILL BE CREATED WHICH EITHER PARTY MAY TERMINATE BY TENANT GIVING LANDLORD WRITTEN NOTICE AT LEAST 30 DAYS PRIOR TO THE DESIRED TERMINATION DATE, OR BY LANDLORD GIVING TENANT WRITTEN NOTICE AS PROVIDED BY LAW. RENT WILL BE AT A RATE AGREED TO BY LANDLORD AND TENANT, OR AS ALLOWED BY LAW. ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

CONTACT NAME: SHEA R. PATTERSON, MBA

ADDRESS: 240 OAK LN. MARIENVILLE, PENNSYLVANIA 16239.

**TELEPHONE:** (814) 229-0300

EMAIL: SHEA@PARKCIRCLERENTALS.COM

#### 4. RENT.

TENANT WILL PAY TO LANDLORD RENT IN THE AMOUNT OF \$= (THE "RENT"), PAYABLE IN ADVANCE ON THE 1ST DAY OF EACH MONTH, AND IS DELINQUENT ON THE NEXT DAY. IF THAT DAY FALLS ON A WEEKEND OR LEGAL HOLIDAY, THE RENT IS DUE ON THE NEXT BUSINESS DAY. THERE WILL BE NO RENT INCREASES THROUGH THE INITIAL TERM OF THE LEASE. LANDLORD MAY INCREASE THE RENT THAT WILL BE PAID DURING ANY MONTH-TO-MONTH RENEWAL PERIOD BY PROVIDING AT LEAST 30 DAYS WRITTEN NOTICE TO TENANT

# PAYMENTS SHOULD BE SENT TO:

SRP CONSULTING GROUP, LLC SHEA R. PATTERSON, MBA 240 OAK LN PO BOX 324 MARIENVILLE. PENNSYLVANIA 16239

#### ONLINE OR THROUGH THE FOLLOWING APPS:

WWW.PARKCIRCLERENTALS.COM

#### PAYMENTS CAN BE MADE BY USING ONE OF THE FOLLOWING METHODS OF PAYMENT:

ACCEPTABLE FORMS OF PAYMENT:

- PERSONAL CHECK
- CREDIT OR DEBIT CARD
- CASHIER'S CHECK
- CASH
- DIRECT DEPOSIT

TENANT AGREES TO SUBMIT RENT PAYMENTS BY ONE OF THE METHODS ABOVE. IN THE EVENT OF ROOMMATES, OR ANOTHER FORM OF JOINT OR MULTIPLE OCCUPANCY, TENANT WILL BE RESPONSIBLE FOR COLLECTING PAYMENT FROM ALL PARTIES AND SUBMITTING A SINGLE PAYMENT TO LANDLORD. TENANT IS RESPONSIBLE FOR ANY PAYMENT MADE BY MAIL AND NOT RECEIVED BY THE DUE DATE STATED HEREIN. MAILED PAYMENTS MUST BE RECEIVED ON OR BEFORE THE DUE DATE. RENT PAYMENTS FOR ANY PARTIAL MONTH WILL BE PRO-RATED AT THE RATE OF 1/30TH OF THE MONTHLY RENT PAYMENT PER DAY.

# 5. Non-Sufficient Funds.

TENANT WILL BE CHARGED A MONETARY FEE OF \$50.00 AS REIMBURSEMENT OF THE EXPENSES INCURRED BY LANDLORD FOR EACH CHECK THAT IS RETURNED TO LANDLORD FOR LACK OF SUFFICIENT FUNDS. IN ADDITION, A CHECK RETURNED DUE TO INSUFFICIENT FUNDS WILL BE SUBJECT TO ANY AND ALL LATE PAYMENTS PROVISIONS INCLUDED IN THIS AGREEMENT (IF ANY).

ALL CHARGES WILL BE IMMEDIATELY DUE FROM TENANT AND FAILURE TO MAKE IMMEDIATE

PAYMENT WILL CONSTITUTE A DEFAULT UNDER THE TERMS OF THIS AGREEMENT.

LANDLORD RESERVES THE RIGHT TO DEMAND FUTURE PAYMENTS BY CASHIER'S CHECK, MONEY ORDER OR CERTIFIED FUNDS ON ALL FUTURE PAYMENTS IN THE EVENT OF A CHECK RETURNED FOR INSUFFICIENT FUNDS. NOTHING IN THIS PARAGRAPH LIMITS OTHER REMEDIES AVAILABLE TO THE LANDLORD AS A PAYEE OF A DISHONORED CHECK. LANDLORD AND TENANT AGREE THAT THREE (3) RETURNED CHECKS IN ANY 12 MONTH PERIOD CONSTITUTES FREQUENT RETURN OF CHECKS DUE TO INSUFFICIENT FUNDS AND MAY BE CONSIDERED A JUST CAUSE FOR EVICTION.

#### 6. LATE PAYMENTS.

In the event that any payment required to be paid hereunder by Tenant is not made within 5 days of when due, Tenant will pay to Landlord, in addition to such payment or other charges due hereunder, a "Late fee" in the amount of \$50.00.

#### 7. FAILURE TO PAY.

TENANT IS HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON TENANT'S CREDIT HISTORY MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF TENANT FAILS TO FULFILL THE TERMS OF THEIR CREDIT OBLIGATIONS, SUCH AS THEIR FINANCIAL OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT.

#### 8. OCCUPANTS.

THE ONLY PERSONS WHO MAY LIVE ON THE PROPERTY DURING THE TERM OF THIS AGREEMENT ARE:

TENANT MAY HAVE GUESTS ON THE PROPERTY FOR NOT OVER 5 CONSECUTIVE DAYS OR 25 DAYS IN A CALENDAR YEAR, AND NO MORE THAN TWO GUESTS PER BEDROOM AT ANY ONE TIME. PERSONS STAYING MORE THAN 5 CONSECUTIVE DAYS OR MORE THAN 25 DAYS IN ANY CALENDAR YEAR WILL NOT BE CONSIDERED ORIGINAL OCCUPANTS OF THE PROPERTY. TENANT MUST OBTAIN THE PRIOR WRITTEN APPROVAL OF LANDLORD IF AN INVITEE OF TENANT WILL BE PRESENT AT THE PROPERTY FOR MORE THAN 5 CONSECUTIVE DAYS OR 25 DAYS IN A CALENDAR YEAR.

#### 9. Possession.

TENANT WILL BE ENTITLED TO POSSESSION OF THE PROPERTY ON THE FIRST DAY OF THE TERM OF THIS AGREEMENT, AND WILL YIELD POSSESSION TO LANDLORD ON THE LAST DAY OF THE TERM OF THIS AGREEMENT, UNLESS OTHERWISE AGREED BY BOTH PARTIES IN WRITING. AT THE EXPIRATION OF THE TERM, TENANT WILL REMOVE ITS GOODS AND EFFECTS AND PEACEABLY YIELD UP THE PROPERTY TO LANDLORD IN AS GOOD A CONDITION AS WHEN DELIVERED TO TENANT, ORDINARY WEAR AND TEAR EXCEPTED.

#### 10. USE OF PROPERTY/ABSENCES.

TENANT WILL OCCUPY AND USE THE PROPERTY AS A FULL-TIME RESIDENTIAL DWELLING

UNIT. TENANT WILL NOTIFY LANDLORD OF ANY ANTICIPATED EXTENDED ABSENCE FROM THE PROPERTY NOT LATER THAN THE FIRST DAY OF THE EXTENDED ABSENCE.

NO RETAIL, COMMERCIAL OR PROFESSIONAL USE OF THE PROPERTY IS ALLOWED UNLESS THE TENANT RECEIVES PRIOR WRITTEN CONSENT OF THE LANDLORD AND SUCH USE CONFORMS TO APPLICABLE ZONING LAWS. IN SUCH CASE, LANDLORD MAY REQUIRE TENANT TO OBTAIN LIABILITY INSURANCE FOR THE BENEFIT OF LANDLORD. LANDLORD RESERVES THE RIGHT TO REFUSE TO CONSENT TO SUCH USE IN ITS SOLE AND ABSOLUTE DISCRETION.

THE FAILURE TO ABIDE BY THE PROVISIONS OF THIS SECTION WILL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND IS A JUST CAUSE FOR EVICTION.

#### 11. FURNISHINGS.

TENANT WILL RETURN ALL SUCH ITEMS AT THE END OF THE TERM IN A CONDITION AS GOOD AS EXISTED AT THE BEGINNING OF THE LEASE TERM, NORMAL WEAR AND TEAR EXCEPTED.

#### 12. APPLIANCES.

TENANT WILL RETURN ALL SUCH ITEMS AT THE END OF THE TERM IN A CONDITION AS GOOD AS EXISTED AT THE BEGINNING OF THE LEASE TERM, NORMAL WEAR AND TEAR EXCEPTED.

#### 13. STORAGE.

NO ADDITIONAL STORAGE SPACE ON THE PROPERTY IS AUTHORIZED, PERMITTED OR PROVIDED. ANY PERSONAL PROPERTY STORED IN THE COMMON AREAS OF THE PROPERTY WILL BE REMOVED WITHOUT NOTICE.

# 14. PARKING.

THIS AGREEMENT DOES NOT INCLUDE OR PROVIDE FOR PARKING SPACES FOR MOTOR VEHICLES OR MOTORCYCLES ANYWHERE IN OR ABOUT THE PROPERTY.

## 15. ROOF/FIRE ESCAPES.

Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

#### 16. PETS.

No pets, dogs, cats, birds or other animals are allowed on or about the Property, without Landlord's prior written consent, excepting guide, service, or signal dogs. Strays must not be kept or fed in or around the Property. If a pet has been on or allowed on the Property, even temporarily (with or without the Landlord's permission) Tenant may be charged for cleaning, de-fleeing, deodorizing,

SHAMPOOING, OR REPLACING ANY PORTION OF THE PROPERTY.

IN ADDITION, IT IS CONSIDERED A BREACH OF LEASE TO HAVE A PET ON THE PREMISES AT ANY TIME DURING THE LEASE. THE LANDLORD MAY, IF THEY WARRANT, EVICTE THE TENANT, INVOICE FOR THE REMAINING LESE AMOUNT, INVOICE FOR THE RESTORATION OF THE PROPERTY, AND ANY LEGAL FEES ASSOCIATED WITH OBTAIN THE MONEY IF TENANT DOES NOT COMPLY.

#### 17. KEYS AND LOCKS.

TENANT WILL BE GIVEN A SET NUMBER OF KEYS FOR THE PROPERTY. IF ALL KEYS ARE NOT RETURNED TO LANDLORD FOLLOWING TERMINATION OF THE AGREEMENT, TENANT WILL BE CHARGED A MONETARY FEE TO REPLACE THE KEYS. IF A SECURITY DEPOSIT WAS COLLECTED BY THE LANDLORD AT THE TIME OF SIGNING THIS AGREEMENT, THEN SUCH AMOUNT WILL BE SUBTRACTED FROM THE SECURITY DEPOSIT. TENANT IS NOT PERMITTED TO CHANGE ANY LOCK OR PLACE ADDITIONAL LOCKING DEVICES ON ANY DOOR OR WINDOW OF THE PROPERTY WITHOUT LANDLORD'S APPROVAL PRIOR TO INSTALLATION. IF ALLOWED, TENANT MUST PROVIDE LANDLORD WITH KEYS TO ANY CHANGED LOCK IMMEDIATELY UPON INSTALLATION.

#### 18. SMOKING.

SMOKING IS PROHIBITED IN ANY AREA IN OR ON THE PROPERTY, BOTH PRIVATE AND COMMON, WHETHER ENCLOSED OR OUTDOORS. THIS POLICY APPLIES TO ALL OWNERS, TENANTS, GUESTS, EMPLOYEES, AND SERVICEPERSONS. THE TENANT WILL BE LIABLE FOR ANY DAMAGES CAUSED TO THE PROPERTY DUE TO TENANT OR TENANT'S VISITORS OR GUESTS SMOKING IN OR ON THE PROPERTY. ANY VIOLATION OF THIS POLICY WILL BE SEEN AS A BREACH OF THIS AGREEMENT AND LANDLORD WILL BE ENTITLED TO ALL REMEDIES ALLOWABLE BY LAW INCLUDING EVICTION.

#### 19. MAINTENANCE AND REPAIRS.

LANDLORD WILL HAVE THE RESPONSIBILITY TO MAINTAIN THE PROPERTY IN GOOD REPAIR AT ALL TIMES AND PERFORM ALL REPAIRS NECESSARY TO SATISFY ANY IMPLIED WARRANTY OF HABITABILITY. EXCEPT THAT TENANT WILL BE RESPONSIBLE FOR THE FOLLOWING:

#### - SIDEWALK AND/OR DRIVEWAY SNOW REMOVAL DURING WINTER MONTHS

IF TENANT IS DELINQUENT IN RENT AT THE TIME A REPAIR NOTICE IS GIVEN, LANDLORD IS NOT OBLIGATED TO MAKE THE REPAIR. A REPAIR REQUEST WILL BE DEEMED PERMISSION FOR THE LANDLORD OR PROPERTY MANAGER TO ENTER THE PROPERTY TO PERFORM SUCH MAINTENANCE OR REPAIRS IN ACCORDANCE WITH THIS AGREEMENT UNLESS OTHERWISE SPECIFICALLY REQUESTED, IN WRITING, BY TENANT. TENANT MAY NOT PLACE ANY UNREASONABLE RESTRICTIONS UPON LANDLORD OR PROPERTY MANAGER'S ACCESS OR ENTRY. LANDLORD WILL HAVE EXPECTATION THAT THE PROPERTY IS IN A SAFE AND HABITABLE CONDITION UPON ENTRY. SHOULD TENANT UNDERTAKE AND PERFORM ANY REPAIRS TO THE LEASED PREMISES, TENANT WILL NOT BE ENTITLED TO AN ABATEMENT IN RENT FOR THE COST OF SAID REPAIRS UNLESS SPECIFICALLY AGREED TO IN ADVANCE IN A WRITING SIGNED BY LANDLORD.

#### 20. UTILITIES AND SERVICES.

THE UTILITIES NEEDED TO FULLY OCCUPY AND ENJOY YOUR APARTMENT UNIT ARE INCLUDED IN THE OVERALL COST OF RENT FOR YOUR CONVINCE. THIS IS DONE AS A WAY TO SIMPLY THE BILL STRUCTURE FOR BOTH LANDLORD AND TENNANT, OFFERING A SIMPLE FLAT PAYMENT STRUCTURE FOR RENT. THE APROX AMOUNTS OF YOUR UTILITIES ARE FACTORED INTO THE COST OF RENT, HOWEVER IT IS NECESSARY TO PROVIDE A PROVISION FOR TENANTS WHO USE AN EXCESSIVE OR ABOVE AVERAGE COST FOR SPECIFIC UTILITIES. THESE NUMBERS PROVIDED BELOW ARE THE COST SET ASIDE EACH MONTH TO COVER THE COSTS OF YOU INDIVIDUAL UTILITIES, IF YOUR MONTHLY BILL IS MORE THAN THESE FIGURES, YOU WILL BE RESPONSIBLE FOR THE COSTS, WHICH WILL BE INDICATED ON THE INVOICE PROVIDED TO YOU ON THE FOLLOWING MONTHS INVOICE.

	STUDIO	LOFT
ELECTRIC	\$ 75.00	\$ 100.00
GAS	\$ 75.00	\$ 100.00
WATER & SEWAGE	\$ 20.00	\$ 30.00

# 21. DEFAULT.

IF LANDLORD DETERMINES THAT THE TENANT IS IN DEFAULT OF THIS AGREEMENT, AS AUTHORIZED UNDER 68 P.S. §250.501, LANDLORD MAY TERMINATE TENANT'S RIGHT TO USE AND TO OCCUPY THE PROPERTY BY PROVIDING TENANT WITH AT LEAST ONE (1) DAY WRITTEN NOTICE TO QUIT. LANDLORD IS PROVIDING AN ABBREVIATED NOTICE TO QUIT AS AUTHORIZED UNDER 68 P.S. §250.501(E) AND BY SIGNING THIS AGREEMENT. TENANT AGREES TO THE SHORTER NOTICE PROVIDED FOR IN THIS AGREEMENT. LANDLORD MAY PROVIDE SUCH NOTICE BY SERVING IT PERSONALLY ON TENANT, OR BY LEAVING THE SAME AT THE PRINCIPAL BUILDING ON THE PROPERTY, OR BY POSTING THE SAME CONSPICUOUSLY ON THE LEASED PROPERTY. IN ADDITION. ALL UNPAID RENTS PAYABLE DURING THE REMAINDER OF THIS AGREEMENT OR ANY RENEWAL. PERIOD WILL BE ACCELERATED WITHOUT NOTICE OR DEMAND. TENANT WILL REMAIN FULLY LIABLE TO THE LANDLORD FOR (A) ANY LOST RENT AND ANY OTHER FINANCIAL OBLIGATION UNDER THIS AGREEMENT: (B) LANDLORD'S COST OF RELETTING THE PROPERTY INCLUDING BUT NOT LIMITED TO LEASING FEES, UTILITY CHARGES, AND ANY OTHER FEES NECESSARY TO RELET THE PROPERTY: (C) REPAIRS TO THE PROPERTY FOR TENANT'S USE THAT ARE BEYOND NORMAL WEAR AND TEAR: (D) ALL OF LANDLORD'S COSTS ASSOCIATED WITH EVICTING TENANT, INCLUDING BUT NOT LIMITED TO COURT COSTS, COSTS OF SERVICE, PREJUDGMENT INTEREST, AND REASONABLE ATTORNEY'S FEES; (E) ALL OF LANDLORD'S COSTS ASSOCIATED WITH COLLECTING AMOUNTS DUE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DEBT COLLECTION FEES, LATE CHARGES, AND RETURNED CHECK CHARGES; (F) AND ANY OTHER RECOVERY TO WHICH LANDLORD IS ENTITLED BY LAW OR IN EQUITY. LANDLORD IS OBLIGATED TO MAKE ALL REASONABLE EFFORTS TO MITIGATE ANY DAMAGE OR LOSS RESULTING FROM TENANT'S BREACH BY ATTEMPTING TO RELET THE PROPERTY TO ACCEPTABLE TENANTS AND THEREBY REDUCING TENANT'S LIABILITY.

# 22. TERMINATION UPON SALE OF PROPERTY.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LANDLORD MAY TERMINATE THIS AGREEMENT UPON 30 DAYS' WRITTEN NOTICE TO TENANT THAT THE PROPERTY HAS BEEN SOLD.

#### 23. EARLY TERMINATION.

TENANT MAY, UPON 60 DAYS' WRITTEN NOTICE TO LANDLORD, TERMINATE THIS AGREEMENT PROVIDED THAT THE TENANT PAYS A TERMINATION FEE EQUAL TO A MINIMUM OF \$2,500 FOR THE STUIO APARTMENT, AND \$5,000 FOR THE LOFT OR THE MAXIMUM ALLOWABLE BY LAW, WHICHEVER IS LESS. TERMINATION WILL BE EFFECTIVE AS OF THE LAST DAY OF THE CALENDAR MONTH FOLLOWING THE END OF THE 60 DAY NOTICE PERIOD. THE TERMINATION FEE IS IN ADDITION TO ALL RENT DUE UP UNTIL THE TERMINATION DAY.

#### 24. HOLDING OVER.

Should the Tenant hold over the term hereby created with consent of the Landlord, the term of this lease will become a month-to-month tenancy and be deemed to be and be extended at the rental rate herein provided, and otherwise upon the terms and conditions in this Agreement, until either party hereto serves upon the other thirty (30) days written notice of termination, reflecting the effective date of cancellation.

#### 25. MILITARY TERMINATION.

In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.

#### 26. CONDITION OF PROPERTY.

TENANT STIPULATES, REPRESENTS AND WARRANTS THAT TENANT HAS EXAMINED THE PROPERTY, AND THAT THEY ARE AT THE TIME OF THIS AGREEMENT IN GOOD ORDER, REPAIR, AND IN A SAFE, CLEAN AND TENANTABLE CONDITION. TENANT IS PROVIDED A CHECKLIST INDICATING THE CONDITION OF THE PROPERTY OR APPLIANCE AT TIME OF RENT INITIATION, AND AT THE TIME OF RENT TERMINATION. TENANT IS TO INDICATE THEIR PERCEIVED CONDITION AND INDICATE IT IS OF SATISFACTORY AND USABLE CONDITION. IF THE PROPERTY OR APPLIANCE IS IN DIFFERENT CONDITION THAN WAS INDICATED AND AGREED UPON AT THE INITIATION OF THE LEASE, THE TENANT WILL BE CHARGED ALL APPLICABLE FEES ASSOCIATED WITH THE RESTORATION,

RECONSTRUCTION. OR REPAIR OF ANY OF THE ITEMS INDICATED THE CHECKLIST.

#### 27. ALTERATIONS AND IMPROVEMENTS.

Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

#### 28. HAZARDOUS MATERIALS.

TENANT WILL NOT KEEP ON THE PROPERTY ANY ITEM OF A DANGEROUS, FLAMMABLE OR EXPLOSIVE CHARACTER THAT MIGHT UNREASONABLY INCREASE THE DANGER OF FIRE OR EXPLOSION ON THE PROPERTY OR THAT MIGHT BE CONSIDERED HAZARDOUS OR EXTRA HAZARDOUS BY ANY RESPONSIBLE INSURANCE COMPANY.

#### 29. LEAD DISCLOSURE.

Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. Federal law requires that tenants and lesses receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Landlord has provided Tenant with such information, including, but not limited to, the EPA booklet entitled Protect Your Family from Lead in Your Home.

#### 30. DAMAGE TO PROPERTY.

IF THE PROPERTY IS DAMAGED OR DESTROYED AS TO RENDER IT UNINHABITABLE, THEN EITHER LANDLORD OR TENANT WILL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AS OF THE DATE ON WHICH SUCH DAMAGE OCCURS, THROUGH WRITTEN NOTICE TO THE OTHER PARTY TO BE GIVEN WITHIN 20 DAYS OF OCCURRENCE OF SUCH DAMAGE. HOWEVER, IF SUCH DAMAGE SHOULD OCCUR AS THE RESULT OF THE CONDUCT OR NEGLIGENCE OF TENANTS OR TENANTS' GUESTS OR INVITEES, LANDLORD WILL HAVE THE RIGHT TO TERMINATION AND TENANTS WILL BE RESPONSIBLE FOR ALL LOSSES, INCLUDING, BUT NOT LIMITED TO, DAMAGE AND REPAIR COSTS AS WELL AS LOSS OF RENTAL INCOME.

# 31. LANDLORD ACCESS TO PROPERTY.

LANDLORD AND LANDLORD'S AGENTS WILL HAVE THE RIGHT AT ALL REASONABLE TIMES

DURING THE TERM OF THIS AGREEMENT AND ANY RENEWAL THEREOF TO ENTER THE PROPERTY FOR THE PURPOSE OF INSPECTING THE PROPERTY AND ALL BUILDINGS AND IMPROVEMENTS THEREON. TENANT WILL MAKE THE PROPERTY AVAILABLE TO LANDLORD OR LANDLORD'S AGENTS FOR THE PURPOSES OF MAKING REPAIRS OR IMPROVEMENTS, OR TO SUPPLY AGREED SERVICES OR SHOW THE PROPERTY TO PROSPECTIVE BUYERS OR TENANTS, OR IN CASE OF EMERGENCY. EXCEPT IN CASE OF EMERGENCY, LANDLORD WILL GIVE TENANT REASONABLE NOTICE OF INTENT TO ENTER. FOR THESE PURPOSES, TWENTY FOUR (24) HOUR NOTICE WILL BE DEEMED REASONABLE.

#### 32. INDEMNITY REGARDING USE OF PROPERTY.

To the extent permitted by Law, Tenant agrees to Indemnify, hold Harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

#### 33. ACCOMMODATION.

LANDLORD AGREES TO AND IS COMMITTED TO COMPLYING WITH ALL APPLICABLE LAWS PROVIDING EQUAL HOUSING OPPORTUNITIES. TO ENSURE COMPLIANCE, LANDLORD WILL MAKE REASONABLE ACCOMMODATIONS FOR THE KNOWN PHYSICAL OR MENTAL LIMITATIONS OF AN OTHERWISE QUALIFIED INDIVIDUAL WITH A DISABILITY WHO IS AN APPLICANT OR A TENANT, UNLESS UNDUE HARDSHIP WOULD RESULT. IT IS THE APPLICANT OR TENANTS RESPONSIBILITY TO MAKE LANDLORD AWARE OF ANY REQUIRED ACCOMMODATION. IN WRITING, THE INDIVIDUAL WITH THE DISABILITY SHOULD SPECIFY THE NATURE AND EFFECT OF THE DISABILITY AND ANY ACCOMMODATION HE OR SHE NEEDS. IF AFTER THOUGHTFUL CONSIDERATION AND EVALUATION, THE ACCOMMODATION IS REASONABLE AND WILL NOT IMPOSE AN UNDUE HARDSHIP, LANDLORD WILL MAKE THE ACCOMMODATION. LANDLORD RESERVES THE RIGHT TO REQUIRE APPROPRIATE MEDICAL VERIFICATION OF THE DISABILITY.

#### 34. COMPLIANCE WITH REGULATIONS.

TENANT WILL PROMPTLY COMPLY WITH ALL LAWS, ORDINANCES, REQUIREMENTS AND REGULATIONS OF THE FEDERAL, STATE, COUNTY, MUNICIPAL AND OTHER AUTHORITIES, AND THE FIRE INSURANCE UNDERWRITERS. HOWEVER, TENANT WILL NOT BY THIS PROVISION BE REQUIRED TO MAKE ALTERATIONS TO THE EXTERIOR OF THE BUILDING OR ALTERATIONS OF A STRUCTURAL NATURE.

# 35. MECHANICS LIENS.

NEITHER TENANT NOR ANYONE CLAIMING THROUGH THE TENANT WILL HAVE THE RIGHT TO FILE MECHANICS LIENS OR ANY OTHER KIND OF LIEN ON THE PROPERTY AND THE FILING OF THIS AGREEMENT CONSTITUTES NOTICE THAT SUCH LIENS ARE INVALID. FURTHER, TENANT AGREES TO (1) GIVE ACTUAL ADVANCE NOTICE TO ANY CONTRACTORS, SUBCONTRACTORS OR SUPPLIERS OF GOODS, LABOR, OR SERVICES THAT SUCH LIENS WILL NOT BE VALID, AND (2) TAKE WHATEVER ADDITIONAL STEPS THAT ARE NECESSARY IN ORDER TO KEEP THE PROPERTY FREE OF ALL LIENS RESULTING FROM CONSTRUCTION DONE BY OR FOR THE TENANT.

#### 36. SUBORDINATION OF LEASE.

THIS AGREEMENT IS SUBORDINATE TO ANY MORTGAGE THAT NOW EXISTS, OR MAY BE GIVEN LATER BY LANDLORD. WITH RESPECT TO THE PROPERTY.

#### 37. ASSIGNMENT AND SUBLETTING.

TENANT MAY NOT ASSIGN OR SUBLEASE ANY INTEREST IN THE PROPERTY, NOR ASSIGN, MORTGAGE OR PLEDGE THIS AGREEMENT. THIS IS A BLANKET PROHIBITION, MEANING NO REPLACEMENT TENANT(S) WILL BE PERMITTED AND NO ADDITIONAL TENANT OR OCCUPANT WILL BE ALLOWED ON THE PROPERTY EVEN IF A TENANT LEAVES THE PROPERTY. THIS PROHIBITION APPLIES TO EACH AND EVERY TERM OF THIS AGREEMENT IN REGARD TO SPACE LEASED TO TENANT. ANY WAIVER OF THIS PROHIBITION MUST BE SECURED FROM THE LANDLORD IN WRITING. IN THE EVENT THE PROHIBITION IS INVALIDATED OR LIFTED, TENANT, LANDLORD AND ANY SUBTENANT OR ASSIGNEE AGREES TO BE BOUND BY EACH AND EVERY PROVISION CONTAINED IN THIS AGREEMENT.

#### 38. ADDITIONAL PROVISIONS: DISCLOSURES.

LANDLORD RESERVES THE RIGHT TO CONDUCT INSPECTION OF THE PROPERTY MONTHLY.
THIS INSPECTION MAY OR MAY NOT BE CONDUCTED EVERY MONTH, AND THE LANDLORD WILL
PROVIDE THE TENANT A 24 HOUR NOTICE OF THE INSPECTION. ADDITIONALLY THE LANDLORD
RESERVES THE RIGHT IN THE EVENT OF UNFORESEEN CIRCUMSTANCES TO ENTER THE APARTMENT
TO PROTECT PROPERTY FROM DAMAGE OR HARM AT ANYTIME.

#### 39. NOTICE.

NOTICE UNDER THIS AGREEMENT WILL NOT BE DEEMED VALID UNLESS GIVEN OR SERVED IN WRITING AND FORWARDED BY MAIL, POSTAGE PREPAID, ADDRESSED TO THE PARTY AT THE APPROPRIATE ADDRESS SET FORTH BELOW. SUCH ADDRESSES MAY BE CHANGED FROM TIME TO TIME BY EITHER PARTY BY PROVIDING NOTICE AS SET FORTH BELOW. NOTICES MAILED IN ACCORDANCE WITH THESE PROVISIONS WILL BE DEEMED RECEIVED ON THE THIRD DAY AFTER POSTING.

SRP CONSULTING GROUP, LLC 240 OAK LN PO BOX 324 MARIENVILLE, PENNSYLVANIA 16239 SUCH ADDRESSES MAY BE CHANGED FROM TIME TO TIME BY ANY PARTY BY PROVIDING NOTICE AS SET FORTH ABOVE.

#### 40. ATTORNEY'S FEES.

SHOULD IT BECOME NECESSARY FOR LANDLORD TO EMPLOY AN ATTORNEY TO ENFORCE ANY OF THE CONDITIONS OR COVENANTS HEREOF, INCLUDING THE COLLECTION OF RENTALS OR GAINING POSSESSION OF THE PROPERTY, TENANT AGREES TO PAY ALL EXPENSES SO INCURRED, INCLUDING A REASONABLE ATTORNEYS' FEE.

#### 41. DISPUTE RESOLUTION.

THE PARTIES WILL ATTEMPT TO RESOLVE ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT THROUGH FRIENDLY NEGOTIATIONS AMONGST THE PARTIES. IF THE MATTER IS NOT RESOLVED BY NEGOTIATION, THE PARTIES WILL RESOLVE THE DISPUTE USING THE BELOW ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURE:

ANY CONTROVERSIES OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE SUBMITTED TO MEDIATION IN ACCORDANCE WITH ANY STATUTORY RULES OF MEDIATION FOR THE COMMONWEALTH OF PENNSYLVANIA. IF MEDIATION IS NOT SUCCESSFUL IN RESOLVING THE ENTIRE DISPUTE OR IS UNAVAILABLE, ANY OUTSTANDING ISSUES WILL BE SUBMITTED TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. THE ARBITRATOR'S AWARD WILL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT BY ANY COURT HAVING JURISDICTION WITHIN THE COMMONWEALTH OF PENNSYLVANIA.

#### 42. GOVERNING LAW.

This Agreement will be governed, construed and interpreted by, through and under the Laws of the United States of America, the Commonwealth of Pennsylvania, and Forest County.

#### 43. WAIVER AND SEVER-ABILITY.

THE FAILURE OF EITHER PARTY TO ENFORCE ANY PROVISIONS OF THIS AGREEMENT WILL NOT BE CONSTRUED AS A WAIVER OR LIMITATION OF THAT PARTY'S RIGHT TO SUBSEQUENTLY ENFORCE AND COMPEL STRICT COMPLIANCE WITH EVERY PROVISION OF THIS AGREEMENT. IF ANY PROVISION OF THIS AGREEMENT OR THE APPLICATION THEREOF WILL, FOR ANY REASON AND TO ANY EXTENT, BE INVALID OR UNENFORCEABLE, NEITHER THE REMAINDER OF THIS AGREEMENT NOR THE APPLICATION OF THE PROVISION TO OTHER PERSONS, ENTITIES OR CIRCUMSTANCES WILL BE AFFECTED THEREBY, BUT INSTEAD WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW

#### 44. TIME OF ESSENCE.

TIME IS OF THE ESSENCE WITH RESPECT TO THE EXECUTION OF THIS LEASE AGREEMENT.

#### 45. ESTOPPEL CERTIFICATE.

TENANT WILL EXECUTE AND RETURN A TENANT ESTOPPEL CERTIFICATE DELIVERED TO TENANT BY LANDLORD OR LANDLORD'S AGENT WITHIN THREE (3) DAYS AFTER ITS RECEIPT. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL BE DEEMED TENANT'S ACKNOWLEDGMENT THAT THE ESTOPPEL CERTIFICATE IS TRUE AND CORRECT, AND MAY BE RELIED UPON BY A LENDER OR PURCHASER.

#### 46. ENTIRE AGREEMENT.

THIS DOCUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE TENANT AND LANDLORD. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING AND MUST BE SIGNED BY ALL PARTIES. NEITHER LANDLORD NOR TENANT HAVE MADE ANY PROMISES OR REPRESENTATIONS, OTHER THAN THOSE SET FORTH IN THIS AGREEMENT AND THOSE IMPLIED BY LAW. THE FAILURE OF TENANT OR ITS GUESTS OR INVITEES TO COMPLY WITH ANY TERM OF THIS AGREEMENT IS GROUNDS FOR TERMINATION OF THE TENANCY, WITH APPROPRIATE NOTICE TO TENANTS AND PROCEDURES AS REQUIRED BY LAW.

#### 47. APPLICATION.

TENANT REPRESENTS AND WARRANTS THAT ALL STATEMENTS IN TENANT'S RENTAL APPLICATION ARE ACCURATE. ANY MISREPRESENTATIONS WILL BE CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT AND MAY SUBJECT TENANT TO EVICTION. TENANT AUTHORIZES LANDLORD AND ANY BROKER TO OBTAIN TENANT'S CREDIT REPORT PERIODICALLY DURING THE TENANCY IN CONNECTION WITH THE MODIFICATION OR ENFORCEMENT OF THIS LEASE. LANDLORD RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT (I) BEFORE OCCUPANCY BEGINS, (II) UPON DISAPPROVAL OF THE CREDIT REPORT(S), OR (III) AT ANY TIME, UPON DISCOVERING THAT INFORMATION IN TENANT'S APPLICATION IS FALSE.

#### 48. PARAGRAPH TITLES AND GENDER.

THE TITLES GIVEN TO THE PARAGRAPHS OF THIS AGREEMENT ARE INSERTED FOR REFERENCE PURPOSES ONLY AND ARE NOT TO BE CONSIDERED AS FORMING A PART OF THIS AGREEMENT IN INTERPRETING ITS PROVISIONS. ALL WORDS USED IN THIS AGREEMENT IN ANY GENDER SHALL EXTEND TO AND INCLUDE ALL GENDERS, AND ANY SINGULAR WORDS SHALL INCLUDE THE PLURAL EXPRESSION, AND VICE VERSA, WHEN THE CONTEXT OR FACTS SO REQUIRE, AND ANY PRONOUNS SHALL BE TAKEN TO REFER TO THE PERSON OR PERSONS INTENDED REGARDLESS OF GENDER OR NUMBER.

#### 49. BINDING EFFECT.

THE PROVISIONS OF THIS AGREEMENT WILL BE BINDING UPON AND INURE TO THE BENEFIT OF PARTIES AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

# **ADDITIONAL PROVISIONS:**

ALL TENANTS ARE SUBJECT TO A <u>ONE-TIME \$35</u>, NON-REFUNDABLE, FEE. THIS FEE COVERS THE COSTS ASSOCIATED WITH OUR AUTOMATIC TENANT SCREENING PROCESS, WHICH INCLUDES A FULL CREDIT, CRIMINAL, AND EVICTION REPORT. FINAL APPLICANT APPROVAL IS CONTINGENT UPON THE RESULTS OBTAINED FROM THESE REPORTS.

LANDLORD AND PROPERTY MANAGER RESERVE THE RIGHT TO REJECT A TENANTS FINAL APPROVAL ON THIS CONDITION.

THIS LEASE IS PREPARED BY SRP CONSULTING GROUP, LLC, IN ACCORDANCE WITH ALL APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, THE COMMONWEALTH OF PENNSYLVANIA, AND THE COUNTY OF FOREST.

SHEA R. PATTERSON, MBA SRP CONSULTING GROUP, LLC PO BOX 324 MARIENVILLE, PA 16239

SRPCONSULTINGGROUP.COM
SHEA@SRPCONSULTINGGROUP.COM

#### PENNSYLVANIA LEASE AGREEMENT

#### INSPECTION CHECKLIST

ADDRESS: 15 PARK CIRCLE, MARIENVILLE, PENNSYLVANIA 16239

TENANT HAS INSPECTED THE PROPERTY AND STATES THAT THE PROPERTY IS IN SATISFACTORY CONDITION, FREE OF DEFECTS, EXCEPT AS NOTED BELOW:

SATISFACTORY

COMMENTS

**KITCHEN** 

CUPBOARDS		
FLOOR CEILING		
WALLS AND CEILING		
COUNTER SURFACES		
STOVE AND OVEN		
REFRIGERATOR		
GARBAGE DISPOSAL		
WINDOWS		
Doors		
LIGHT FIXTURES		
LIGHT MATURES		
LIVING ROOM		
FLOOR COVERING		
	-	
WALLS AND CEILING		
WINDOWS		
Doors		
LIGHT FIXTURES		
_		
BATHROOM		
Fi con Courte		
FLOOR COVERING		
WALLS AND CEILING		
SHOWER AND TUB		
TOILET		
PLUMBING FIXTURES		
WINDOWS		
Doors		
LIGHT FIXTURES		
SINK		
VANITY		
MEDICINE CABINET		
HALLWAYS OR OTHER AREAS		
FLOOR COVERING		
WALLS AND CEILING		
CLOSETS		
LIGHT FIXTURES		
FURNACE		
AIR CONDITIONER		
PATIO OR DECK		
YARD		
OTHER (SPECIFY)		
BEDROOM		

CLOSET WINDOWS DOORS				
ACKNOWLEDGED BY TENANT(S)				
BY:	DATE:			
BY:	DATE:			
ACKNOWLEDGED BY SRP CONSULTING GROUP, LLC				
BY:SHEA R. PATTERSON, MEA	DATE:			

# PENNSYLVANIA LEASE AGREEMENT DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT 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, LANDLORDS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE DWELLING. TENANTS MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON POISONING PREVENTION.

#### LANDLORD'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) $\underline{X}$ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(B) RECORDS AND REPORTS AVAILABLE TO THE LANDLORD (CHECK (I) OR (II) BELOW):  (I) LANDLORD HAS PROVIDED THE TENANT WITH ALL AVAILABLE RECORDS AND REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE HOUSING (LIST DOCUMENTS):
(ii) $\underline{X}$ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
TENANT'S ACKNOWLEDGMENT (INITIAL)
(C) TENANT HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE.
(D) TENANT HAS RECEIVED THE PAMPHLET PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.
ACENTIS ACUNOWI EDOMENT (INITIAL)

# AGENT'S ACKNOWLEDGMENT (INITIAL)

\* THE TERM AGENT IS DEFINED AS ANY PARTY WHO ENTERS INTO A CONTRACT WITH THE LANDLORD, INCLUDING ANYONE WHO ENTERS INTO A CONTRACT WITH A REPRESENTATIVE OF THE LANDLORD FOR THE PURPOSE OF LEASING HOUSING.

(E) SRP CONSULTING GROUP, LLC HAS INFORMED THE LANDLORD OF THE LANDLORD'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.

# ACKNOWLEDGED BY SRP CONSULTING GROUP, LLC:

BY:	DATE:
ACKNOWLEDGED BY TENANT(S)	
BY:NAME HERE	DATE:
BY:	DATE:

NAME HERE