

# EXECUTIVE HOUSE APARTMENTS

411 Waupelani Dr.State College, PA 16801

## LEASE

**APT #:** 411 Waupelani Drive, State College, PA 16801

**DATE:**

### TERMS OF LEASE

Starts at Noon On: Ends at 11:59 On:

Security Deposit  
Monthly Rent  
First Month's Rent  
Last Month's Rent  
Total Rent For Term Of Lease

### TENANTS:

- |                 |                 |
|-----------------|-----------------|
| <b>1</b> SAMPLE | <b>2</b> SAMPLE |
| <b>3</b> SAMPLE | <b>4</b> SAMPLE |

This Residential Lease is binding between the above listed tenants, jointly and severally and Executive House Apartments at the above listed address and on the above listed apartment at the above listed rate of payment as of the above listed date of this lease.

If the term of this lease shall commence on a date other than the first of the month, Tenant shall pay the pro-rated monthly rental on or before the commencement date. All subsequent rental payments shall be paid on the first day of the month for the duration of the lease, and shall be applied upon that month's rental.

Landlord and Tenant agree that timely payment of the rental and performance of all terms and conditions of this lease agreement is of the essence. If the monthly rental shall not have been paid after the 5th day of the month when the rent shall have been due, then Tenant agrees to pay the late charge of \$5.00 per day starting with the day when the rental payment was due. The late charge shall compensate Landlord for additional administrative costs and expenses caused by the late payment. If payment is made to Landlord at the proper address by first class mail, postage prepaid, then the date of the postmark shall be used as the date of payment.

If the Tenant violates any of the terms and conditions of this lease, the Landlord has the right to enforce collection of the entire unpaid balance of the rent for the remaining term of the lease.

1. SECURITY DEPOSIT. Due upon submitting a Rental Application, and before the Tenant takes possession of the Leased Premises, Tenant shall pay to Landlord a sum equal to amount shown above for Security Deposit, shall be held by Landlord as a security deposit. Before the Landlord returns the security deposit to Tenant; 1) Tenant shall vacate the Leased Premises and Landlord shall inspect the Leased Premises for damage; 2) Tenant shall have complied with all lease terms, conditions and rules and regulations; 3) Tenant shall have paid in full the rental, additional rent and late charges if any. Landlord may retain all or any part of the Security Deposit to reimburse Landlord for any and all loss, damage and expense due to Tenant's violation of the terms and conditions, or rules and regulations of this Residential Lease or due to nonpayment of rent, additional rent or late charges, if any. Tenant acknowledges that the Security Deposit is not to be used as payment of the last month's rent.

Security Deposits for leases that completely renew without any roommate changes for more than 2 years will be held in an interest bearing account at BB&T, 1705 North Atherton St., State College, PA 16803.

2. INABILITY OF LANDLORD TO GIVE POSSESSION. If Landlord is unable to transfer possession to Tenant at the beginning of this Residential Lease, then the lease term shall begin, but Tenant's obligation to pay rent shall be suspended until andlord is able to transfer possession to Tenant. Landlord shall not be liable to Tenant for damages if Landlord is unable to transfer possession of the Leased Premises for causes reasonably beyond Landlord's control. If the prior tenant hold over or remains in the Leased Premises after the term ends, the Landlord's obligation to transfer possession of the Leased Premises to Tenant is suspended.

3. **DESTRUCTION OF LEASED PREMISES.** Tenant shall notify Landlord as soon as possible of any casualty loss in or about the Leased Premises. Tenant shall notify Landlord immediately of any circumstance or condition in or about the Leased Premises which threatens the Leased Premises, or the property or safety of Tenant, Landlord or others.

If the Leased Premises is partially destroyed by fire or other casualty, Tenant shall have the right and option 1) to continue to occupy the habitable portion of the premises, or 2) to terminate this Residential Lease Agreement absolutely and receive a refund of rent paid through the date of transfer of possession to Landlord.

4. **INSURANCE.** Landlord shall insure the structure within which the Leased Premises is located for fire and extended coverage. Tenant shall insure Tenant's personal property in or about the Leased Premises.

5. **SUBLETTING AND ASSIGNMENTS.** Tenant shall not assign this Residential Lease or enter into any sublease agreement without the prior written consent of Landlord. Any attempted assignment of sublease by Tenant without the prior written consent of Landlord is a violation of this Residential Lease. If Landlord shall consent to an assignment or sublease, any consent shall not be considered to be a consent to any other assignment or sublease. The sublet fee and assignment fees are \$200.

6. **RELIEF OF LANDLORD FROM LIABILITY.** Landlord is not liable for loss, injury, or damage to any person or property unless the loss, injury, or damage is caused by the Landlord's intentional neglect. Tenant shall repay to Landlord any money spent by Landlord due to tenant's intentional act or neglect. Tenant is responsible for all intentional acts or neglect of Tenant's family, and others who use the leased premises. Landlord shall not be liable for any injury or damage caused by water, rain, snow or ice that leaks or flows from whatever source into or around the leased premises or the building within which the leased premises is located.

7. **USE AND OCCUPANCY OF LEASED PREMISES.** The Leased Premises may be used for residential purposes only without the prior written consent of Landlord. Tenant shall occupy and use the premises in conformance with all Federal, State and Local laws, Regulations and Ordinances now in force or that may be enacted in the future. Tenant shall not store any flammable, hazardous, or toxic substances or engage in any activity in or about the Leased Premises which substances or activities expose Tenant, Landlord, or others to a risk of injury, loss or damage. The only persons permitted to reside in the apartment are the named tenants and their minor children. The Leased Premises can only be occupied by the Tenants and those persons shown as Occupants on the Rental Application. The maximum permissible occupancy is: 2 persons for a One Bedroom Apartment, 3 persons for a Two Bedroom Apartment and 4 persons for a Three Bedroom Apartment.

8. **RULES AND REGULATIONS.** In addition to the terms and conditions of this Residential Lease, Tenant shall be bound by the Rules and Regulations which are attached to this Lease. Landlord shall have the right during the term of this lease to change or add to these Rules and Regulations, provided the purpose of any change or addition shall be to preserve the Leased Premises and the quiet enjoyment of all the tenants. No change or addition to the Rules and Regulations shall become effective until Tenant has been provided with a written copy of the changed or added Rules and Regulations by mail, posting or delivery to the Leased Premises. Tenant agrees that a violation of the Rules and Regulations shall be a violation of this Residential Lease. Violation of the Rules and Regulations by Tenant shall permit Landlord to exercise any and all of the remedies provided for in this Residential Lease. Any charges specified in the Lease and the Rules and Regulations attached to the Lease shall be treated as additional rent and subject to the rules applying to late rent.

9. **SUBORDINATION.** This Residential Lease is subordinate to any and all mortgages and security interests that are presently on the property or that in the future may be on the property of which the Leased Premises is a part.

10. **CARE AND MAINTENANCE OF LEASED PREMISES.** Tenant shall use good care when using the Leased Premises and all appliances, furniture (if applicable), fixtures, and all heating ventilation and air conditioning systems within the Leased Premises. Tenant also shall exercise good care when using any part of the building within which the Leased Premises is located. Tenant shall pay for all repairs to the Leased Premises, its contents, or any property of Landlord caused by the lack of good care by Tenant, Tenant's family members and Tenant's guests. Upon ending of this Residential Lease for any cause, Tenant shall peaceably surrender possession of the Leased Premises and its contents to the Landlord in good order and repair, except for reasonable wear and tear. Tenant shall notify Landlord of any repairs or the need for repairs, within the Leased premises.

11. **RIGHT OF ENTRY.** Landlord, and persons authorized by Landlord shall have the right to enter the Leased Premises at all reasonable times to inspect, perform maintenance, do repairs and show the premises to prospective tenants and purchasers.

12. **PET PROHIBITION.** Tenant(s) shall not maintain or permit to be maintained upon the leased premises or any portion of the property of which the leased premises is a part any animals or pets whatsoever without the prior consent in writing of the Landlord.

13. UTILITIES. Charges for utilities and services supplied to the Leased Premises shall be paid as follows:

Extended Cable Tv:	LANDLORD
Internet:	LANDLORD
Heat:	LANDLORD
Electric:	TENANT
Parking Fee:	OPTIONAL-\$20.00/MO./SPACE
Water Service:	LANDLORD
Refuse Collection:	LANDLORD
Snow and Leaf Removal:	LANDLORD
Sewer Charges:	LANDLORD
Pest Control:	LANDLORD

Landlord shall have the right to temporarily suspend any utility or other services to the leased premises in order to do maintenance and repair or protect the property of Landlord or Tenant from risk of harm or loss.

14. REMEDIES. If Tenant fails to pay rent or any other charges when due, or if Tenant violates any other terms, conditions, Rules or Regulations in this Residential Lease, Landlord may take action against Tenant. In such a case, Landlord does not have to give any notice of termination or notice to quit to Tenant before taking action. In such a case Landlord may take any or all of the following actions:

- a) Terminate this Residential Lease without prior notice
- b) Sue Tenant in court to recover possession of the Leased Premises without giving Tenant prior Notice to Quit the Leased Premises.
- c) Sue Tenant to recover the whole balance of the rent and charges owed for the remaining lease term.
- d) Sue Tenant for damages, including reasonable attorney's fees, resulting from Tenant's violation of any terms, conditions, Rules or Regulations, in this Residential Lease.

Landlord may seek one or more than one remedy contained in this Residential Lease. Landlord's taking of any action against Tenant shall not prevent Landlord from taking other and additional actions against Tenant.

Landlord's failure to enforce any term, condition, rule or regulation shall not prevent Landlord from enforcing the term, condition, rule or regulation at a later time.

15. ATTORNEY'S FEES AND COSTS. If Landlord shall enforce the provisions of the Residential Lease Agreement in any court against the Tenant, Landlord shall be entitled as part of any court judgment to be reimbursed for all costs and expenses of enforcement including court costs & reasonable attorney's fees.

16. GOVERNMENTAL POWER OF EMINENT DOMAIN: Eminent Domain is the right of a government to take private property for public use. Fair compensation must be paid. If all or any part of the Leased Premises (or the building within which the Leased Premises is located) is taken by Eminent Domain, the lease shall terminate as to that part taken. Landlord shall not be liable to Tenant for any claims by Tenant for loss of use of all or any portion of the Leased premises (or the building within which the Leased premises is located) or because this Residential Lease has been terminated.

17. BINDING EFFECT. This Residential Lease legally binds the Tenant, Landlord and their heirs, executors, personal representatives, successors and assigns. Tenant shall not have the right to assign this Residential Lease or sublet the Leased Premises without the prior written consent of Landlord.

18. ADDITIONAL TERMS, CONDITIONS, RIDERS AND AMENDMENTS. This Lease includes all those additional terms, conditions, riders and amendments indicated below. The terms and conditions included in the attached Riders and Amendments are part of this Residential Lease.

- Rules and Regulations Addendum
- Lead Based Paint Disclosure

## LEASE SIGNATURE PAGE - PAGE #4

TENANT SHOULD NOT SIGN THIS RESIDENTIAL LEASE UNTIL THE TENANT HAS READ AND UNDERSTANDS THE INFORMATION INCLUDED IN THE IMPORTANT NOTICE ATTACHED TO THIS RESIDENTIAL LEASE.

This Residential Lease date this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Landlord: \_\_\_\_\_

Residents:

\_\_\_\_\_  
SAMPLE

\_\_\_\_\_  
SAMPLE

\_\_\_\_\_  
SAMPLE

\_\_\_\_\_  
SAMPLE

### CO-SIGNOR GUARANTY

Intending to be legally bound, and in consideration of the above agreement with Tenant (s), the undersigned, jointly and severally, hereby guarantee the faithful performance of all of the terms, covenants, and conditions of this lease agreement by Tenants(s), and guarantee payment in full of all sums that may become due and owing Landlord by Tenant (s). This Guaranty shall remain in effect throughout the term of this lease and any continuation or renewal thereof and so long as Tenant (s) may owe any sum to Landlord. The liability of the undersigned shall be continuing, absolute and unconditional and Landlord shall not be required to exercise remedies against Tenants (s) before proceeding against the undersigned. Landlord shall notify the undersigned if Tenant(s) shall breach this lease agreement and Landlord may not enforce the provisions of this Guaranty unless and until Tenants (s) fail to cure the default or breach within 15 days after such notice.

Co-Signors:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Read and Sign Below**

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint

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. 4852d 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.

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<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> SAMPLE <div style="text-align: right;">Date</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> SAMPLE <div style="text-align: right;">Date</div>

Tami Buskirk  
\_\_\_\_\_  
Agent

## LEASE ADDENDUM: RULES AND REGULATIONS

These Rules and Regulations are a part of the lease agreement between Landlord and Tenant. As set out in paragraph 8 of the Lease Agreement, violation or breach of any of the Rules and Regulations is a breach of the terms and conditions of the Lease Agreement and the non-breaching party shall be entitled to exercise any or all of the remedies provided in the Lease Agreement

1. Tenant shall not make, or permit any disturbing noises to be made, in the building by himself, members of his family, guests, or permit anything to be done that will interfere with the rights, comforts, or convenience of other tenants. Tenant shall not play any musical instrument, stereo, television or radio on the premises between the hours of 11:00 P.M. and 8:00 A.M. of the following day, if the same shall disturb or annoy other occupants of the building.
2. Resident shall keep both the interior and the exterior of the premises in a good state of preservation and cleanliness and shall not sweep, throw, place or store from the leased premises any item or substance from within the premises in any of the common halls, stairways or upon the exterior premises of said building.
3. No articles whatsoever shall be placed in entryways or patios nor shall anything be hung from the windows except blinds provided by Owner or draperies approved by Owner. Neither shall any tablecloths, clothing, laundry, curtains, rugs or other articles be shaken or hung from any of the windows or doors.
4. No charcoal, propane or other open flame devices for heating or cooking shall be operated on combustible balconies or within 10 feet of any building.
5. The commode and other water apparatus shall not be used for any other than that for which they are constructed nor shall any sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags or any other improper articles be thrown into the same, and any damage resulting from misuse thereof shall be borne by the Resident upon whose premises it shall have been caused.
6. Children shall not play in entrances, stairways or basements and shall not be left unattended in said places or elsewhere on the premises or lawn areas. Any damage or disturbance caused by children shall be the responsibility of their parent or guardian whose name appears on the lease.
7. Garbage, refuse and other waste matter shall be disposed of in appropriate cans or placed in the dumpsters. Garbage is not to be stored in the interior of the apartment, nor is any garbage to be placed or stored around the exterior of the premise. At Park Lane Apartments residents are responsible for removal of discarded furniture, appliances, or other bulky items from the property. These items may not be placed in the dumpsters.
8. Resident will not add, remove, enter or change any locks without the prior written consent of Owner.
9. Residents shall periodically inspect the smoke & CO detectors with which the apartment is equipped. If any form of battery failure is detected with the smoke alarm the red LED light will flash and the unit will "chirp" once every minute, and will continue for at least seven days. When batteries need to be replaced:  
Σ Executive House residents – - Shall replace batteries using Duracell MN1500, MX1500 or Energizer E91 "AA" batteries.  
Owner shall not be responsible for the malfunction of smoke detectors whether as a result of weak or defective batteries or otherwise.  
Resident is responsible for informing Landlord immediately of any malfunctions to the unit. Should Resident fail to keep a charged battery in the detectors or permit the smoke detectors to be damaged in any way, Resident shall be assessed a minimum sum of \$75.
10. Resident shall be responsible for all damage or injury resulting from any violation of these rules and regulations.
11. Resident will maintain a minimum temperature of 55 degrees F in all heated rooms of the dwelling. Kerosene burners or any type of auxiliary heaters are prohibited unless provided by Landlord.
12. Resident shall not install shelving, picture hooks, wallpaper, paint or alter in any way the features of the leased premises without prior written consent of the Landlord.
13. A charge of \$40.00 will be made to unlock apartments for residents after working business hours.
14. Resident shall furnish electric light bulbs.
15. Owner reserves the right to rescind any of these rules and to make such other and further rules and regulations as, In Owner's judgment, may from time to time be needed for the safety, care, maintenance, operation and cleanliness of the building, which when so made and notice thereof is given to Tenant, shall have the same force and effect as if originally made a part of the foregoing Lease. However, such other and further rules shall not be inconsistent with the proper and rightful enjoyment by Resident under the foregoing Lease of the premises therein referred to.
16. No waterbed shall be permitted within the Leased Premises without the prior written consent of the Landlord. Washer and Dryers are not permitted in apartments.
17. Windows must remain closed during the cold weather months determined by Centre County Code Regulations to be from October 1st through May 15th. During this time period we require all fans and air conditioners to be removed and windows to be closed anytime the temperature is below 55°.

18. Residents will not install air conditioners or other electrical appliances without written permission from the landlord.
19. For any animal found on the premises without permission of Landlord there is a \$25 per day penalty fee. All cats must be registered at the office.
20. Due to legal limitations, it is not possible for us to insure Residents' personal property. It will be necessary for residents to obtain renters insurance to cover any possible loss to personal property.
21. The maximum speed limit throughout the property is 15 mph. Please drive carefully and watch for children.
22. No one shall go upon the roof of the building within which the Leased Premises are located and shall not enter any area clearly designated as being closed to residents and others. Violations of this rule will result in a minimum \$100 fine per resident per occurrence.
23. "THE LEASE AND THE RULES AND REGULATIONS REPRESENT THE ENTIRE AGREEMENT OF THE PARTIES, AND ANY VERBAL REPRESENTATIONS ARE NOT BINDING UPON THE PARTIES HERETO."
24. Anything broken or damaged, which did not occur as a result of normal wear and tear will be charged to the apartment.
25. At no time are vehicles of any type allowed on the grass, porches, sidewalks or common areas of the premises. Any vehicle not registered with Executive House Apartments in the appropriate assigned spot will be subject to immediate ticketing and towing at the vehicle owners expense.
26. A \$30.00 minimum service charge will be levied on all checks returned due to non-sufficient funds or for any other reason. Late charges will accrue until the rent is paid in full.
27. For those apartments paying their own electric and/or gas bills directly to a utility company, a \$25.00 penalty charge shall be assessed against that unit should Landlord receive any bills or statements from the utility company that should otherwise have been paid by Resident.
28. If any resident occupies the premises beyond the ending date of the Lease Agreement, a charge of \$100.00 per resident will be levied for each day or part of a day beyond the ending date.
29. Satellite dishes are not allowed anywhere on the premises.
30. The utility closets are for maintenance use only & shall remain locked at all times. Tenants are not permitted to store belongings in the closets or make any adjustments to the appliances within the closets. The landlord will determine when the units should be serviced and the correct settings for the appliances.
31. Halogen lamps are not permitted.

#### CHECK OUT PROCEDURES

1. Notify Management in advance of your exact moving date.
2. Return all keys to the rental office when you vacate. Do not leave keys at the premises.
3. Provide a forwarding address in writing for each person listed on lease.
4. Please follow all detailed move-out instructions as referenced in your "move-out" packet. A copy may be picked up at the rental office, if needed. The following is a brief summary of these instructions:
  - a. If unit is carpeted, carpet must be professionally cleaned and a receipt from a professional carpet cleaning company provided to Management no later than the termination date of the lease, with the work not to be performed more than 2 days prior to the vacancy date.
  - b. Tile floors must be clean.
  - c. If the apartment is furnished, all furniture must be cleaned (vacuumed, dusted and polished) inside and out.
  - d. Mini-blinds must be thoroughly cleaned.
  - e. Stove, refrigerator, exhaust fan, windows, and bath must be thoroughly cleaned. Do not turn refrigerator off--simply defrost and turn to lower setting. Do not defrost by using a pick.
  - f. All light fixtures, doors, ceiling exhaust fans, drawers, cupboards and baseboards must be clean.
  - g. Windows must be washed on inside.
5. Remove all personal effects, food, and trash. Apartment must be completely empty when you leave.

Please remember that there will be charges against your security deposit if the above procedures are not followed. Also, all damages beyond what Management considers normal wear and tear will be deducted from your security deposit.