

LAZOR BROTHERS
LEASE AGREEMENT
2009 - 2010 TERM

THIS LEASE, made and entered into this _____ day of _____, 20____, by and between **LAZOR BROTHERS**, 1227 Maple Street, Indiana, Pennsylvania, 15701, who are referred to in this Agreement as "Landlord", AND The undersigned individuals, who are referred to both individually and collectively as "Tenant" in this Agreement, and who are legally bound by this Agreement both as individuals and as a group.

1. APARTMENT. Tenant leases from the Landlord the apartment designated as:

_____, Indiana, Pa. 15701.

2. TERM OF LEASE. This lease shall be for a term of **TWO SEMESTERS**, beginning Saturday, August 29, 2009 and ending Sunday, May 9, 2010.

3. RENT. The total amount of rent due is \$ _____ PER TENANT.

\$ _____ shall be paid PER TENANT in advance on or before JULY 1, 2009 for the first semester and

\$ _____ shall be paid PER TENANT in advance on or before NOVEMBER 1, 2009 for the second semester. **IN THE EVENT THE TENANT DOES NOT MOVE INTO THE APARTMENT OR MOVES OUT OF THE APARTMENT FOR ANY REASON, THE TENANT IS STILL LIABLE FOR THE TERMS OF THIS LEASE INCLUDING THE RENT PAYMENTS.**

4. LATE FEE. If all rent is not paid in full on or before the due dates, a late fee of \$50.00 shall be charged. If all rent is not paid within thirty (30) days after the due date, an additional amount of \$50.00 per month will be charged for each month that the rent is late. If any check is returned for any reason by a bank, there shall be a \$30.00 fee charged to the Tenant.

5. SECURITY DEPOSIT. Upon signing of this Lease, EACH TENANT shall pay a security deposit in the amount of \$200.00. The security deposit shall be held by the Landlord as security against any damages, repairs, unpaid invoices or cleaning to the apartment. The security deposit may not be applied as rent without the landlords written consent. The Landlord shall have the right to deduct from the security deposit any amounts due and owing to the Landlord, including any cost to clean the apartment or carpets and any cost for damages or repairs. The Landlord shall forward to the Tenant the Security Deposit, less any deductions within thirty (30) days following the termination of the Lease to the address provided on this lease.

6. UTILITIES. The Tenant shall be responsible for paying the ELECTRIC INCLUDING ELECTRIC COMPANY SECURITY DEPOSIT, TELEPHONE, INTERNET SERVICE, ANY UPGRADES TO THE STANDARD CABLE TV and any connection fees. **THE ELECTRIC COMPANY WILL REQUIRE A DEPOSIT AND THE TENANT IS RESPONSIBLE FOR PAYING THE DEPOSIT PRIOR TO OCCUPYING THE APARTMENT. The Tenant is responsible for calling the electric company prior to moving into the apartment to have the electric service put into Tenant's name. If the Tenant fails to contact the electric company and pay the required security deposit prior to moving into the apartment, the electric will not be turned on.** Standard cable TV is included in the rent. The Tenant is responsible for paying these amounts currently and must pay in full all amounts due to any utility company prior to the end of the Lease. Tenant is also responsible for disconnecting all utilities at the end of this lease. The Tenant acknowledges that the Landlord has the right to temporarily interrupt utility services to facilitate repairs or alterations made in the apartment or elsewhere on the Landlord's property. The Landlord shall have no liability for the failure to supply any utility if such failure is beyond the Landlord's control or if it is necessary for the Landlord to maintain or repair any utility service to the apartment. In such circumstances the Landlord shall not be responsible for any damages caused to the Tenant's personal property.

7. RULES APPLICABLE TO THE USE OF THE PREMISES. **NO PETS ARE PERMITTED IN THE APARTMENT AT ANYTIME.** There is a \$200.00 fine if any pet is discovered in the apartment at anytime. Tenant agrees that the Tenant shall not alter or make additions to the apartment or its fixtures without the

Landlord's written consent. No additional locks shall be placed on the doors. Nothing shall be taped, glued, nailed, tacked or screwed on the walls, woodwork, doors, cabinets or ceilings. Only poster putty may be utilized. No portable heating units are permitted in the apartment. The Tenant shall be charged \$20.00 for the loss of a key. The Tenant shall be charged \$30.00 if the Tenant is locked out of the premises and the Landlord must obtain access for the Tenant. A service charge of \$30.00 shall be charged to the Tenant if the Landlord is called to unclog a toilet. NO BEER KEGS shall be permitted in the apartment or on the Landlord's property at any time. The Landlord shall have the right to remove from the premises any beer kegs or taps without need to pay the Tenant for the beer kegs or taps. Any fire extinguisher discharged, except when actually used on a fire, shall be recharged by the Landlord and the Tenant shall be charged \$40.00.

NOTHING IS TO BE PLACED OUTSIDE THE APARTMENT DOORS AT ANYTIME! Tenant will be charged \$30.00 if Tenant places anything outside the apartment door. Landlord's furniture is not permitted outside at anytime. Garbage shall be disposed of properly inside the containers provided by the Landlord. Recycling containers shall be provided by the Landlord and the Tenant shall be responsible for any damage or theft of the container. The Tenant will be charged \$10.00 to replace a damaged or missing recycling container. Recycling containers shall only be placed outside the apartment on the scheduled pickup day. If recycling containers are placed outside the apartment outside the designated times and places, the Tenant shall be charged a \$30.00 fee for each occasion this occurs.

Tenant must have a parking permit to park in the parking lot or the Tenant's vehicle will be towed at the Tenant's expense. TENANT'S VEHICLE MUST BE REGISTERED TO THE TENANT OR TENANT'S PARENTS TO OBTAIN A PARKING PERMIT. PARKING PERMITS WILL NOT BE ISSUED TO TENANT'S FRIENDS. All parking permits must be obtained from the Landlord. Parking in Tenant designated areas, is for the Tenants only and not for their guests. Tenants are only permitted to park at their designated building. Parking spaces are limited to a first come first served basis. If parking spaces are not available, Tenant must find elsewhere to park. PARKING SPACES ARE NOT GUARANTEED. Tenants are not permitted to park or stop in spaces reserved for commercial businesses at anytime. If you have a car, parking will be a problem.

The Tenant shall be responsible for any damages caused by the Tenant's failure to properly maintain the apartment including the failure to maintain heat for the apartment during school breaks. The Tenant shall be responsible for replacing light bulbs & smoke detector batteries. Tenant is responsible for cleaning the apartment and carpets at the end of the lease. In the event that any law enforcement official contacts the Landlord for any reason and the Landlord is requested and does come to the apartment, the Tenant shall be charged \$50.00. No more than five guests are permitted in the apartment at one time. No overnight guests are permitted. No satellite dishes are permitted.

The Tenant agrees to use the apartment only as a personal residence of the Tenant, and shall have no right to assign or sublet this Lease without prior written consent of the Landlord. In the event that a Tenant does not move into the apartment or moves out of the apartment for any reason and the Tenant finds a replacement, the replacement must be approved by the Landlord and the remaining Tenants.

The Tenant shall exercise due care when using any part of the apartment, or any other part of Landlord's property, and shall not engage in any course of conduct or activity that violates any federal, state or municipal law or ordinance, or engage in any type of conduct that unduly annoys or unreasonably disturbs any other residents or may effect the insurance rates on the building. The Landlord shall not be responsible for the conduct of any Tenant within the apartment. The failure of any Tenant within the apartment to get along with any other Tenant for any reason shall not be considered a breach of this lease by the Landlord.

ANY VIOLATION OF THIS LEASE CAN RESULT IN THE LOSS OF TENANT'S SECURITY DEPOSIT.

8. REPAIRS. The Tenant shall be responsible for all repairs to the apartment, the appliances, and all personal property of the Landlord which are caused by the conduct or lack of care of the Tenant or Tenant's guests. The Tenant shall have the responsibility of promptly notifying the Landlord of any repairs that need to be made to the apartment or Landlord's property. Any repairs necessitated by the conduct of the Tenant or Tenant's guests shall be paid by the Tenant to the Landlord within 5 days after the bill is presented to the Tenant.

9. LIABILITY. The Tenant agrees that the Landlord shall not be liable for any of the Tenants personal property or personal injury occurring in the apartment or elsewhere on the Landlord's property unless the damage

or injury results solely from the gross negligence of the Landlord. Tenants should carry renters insurance to cover at least fire damage, water damage and/or theft to their personal property.

10. EARLY OR LATE POSSESSION. If the Tenant shall occupy the apartment prior to the beginning of the Lease or after the end of the Lease, with the permission of the Landlord, such occupancy shall be in accordance with the terms of this Lease, and the Tenant shall pay, prior to occupying the apartment, a \$10.00 per day per Tenant rental charge for the period from the date of such occupancy to the beginning of the lease, or from the end of the lease until the Tenant vacates the apartment. The Tenant shall not have the right to occupy the premises prior to the beginning of the Lease or after the end of the Lease unless the Landlord grants the Tenant permission to do so.

11. INSPECTIONS. The Landlord or any person authorized by the Landlord shall have the right to enter the apartment at reasonable times to inspect the apartment, to make repairs, or as needed to enforce this Lease. In case of emergency, the Landlord shall have the right to enter upon the premises at anytime. The Landlord shall have the right to inspect the apartment at anytime, if the Landlord reasonably believes that the Tenant has violated any provision of this Lease, including those provisions that constitute violations of any local or state law or ordinance. The Tenant agrees that the Landlord shall also have the right to enter and inspect the apartment if contacted by any law enforcement officials to come to the apartment because of any complaints, including loud noise.

12. FIRE & CASUALTY. If the apartment is damaged by fire or otherwise, and the Landlord is able to repair it within a reasonable time, the rent shall continue. If the Landlord is unable to repair it within a reasonable time and the apartment cannot be used because of the extent of damages, the Lease shall terminate and the Tenant, upon payment of all rent to the date the apartment is surrendered, shall not be liable for any further rent. If only a portion of the apartment is damaged to the extent that it may not be used, the Tenant may, with the mutual agreement of the Landlord, choose to continue possession and shall be entitled to a pro-rated reduction in the amount of rent as agreed upon by the parties. If the repairs are not made within a reasonable period of time after an agreement is reached between the Landlord and the Tenant, the Tenant shall have the right to terminate the Lease.

13. RIGHT TO TERMINATE LEASE. If the Tenant does not pay the rent according to the lease agreement, violates any terms or conditions of this lease or abandons the apartment, the Tenant can be evicted. THE LANDLORD MAY TERMINATE THIS LEASE AND DEMAND POSSESSION OF THE APARTMENT BY GIVING THE TENANT A FIFTEEN (15) DAY NOTICE. THE LANDLORD SHALL HAVE THE RIGHT TO PURSUE ANY OR ALL OF THE FOLLOWING REMEDIES IN THE EVENT OF AN EVICTION.

- a. Terminate this Lease.
- b. Have the Tenant removed from the premises.
- c. Sue the Tenant for damages, including all amounts of rent due and owing as well as any other charges.
- d. Sue the Tenant for attorney's fees at a minimum amount of \$250.00 and costs, as well as any other damages that may have been suffered by the Landlord as the result of the Tenant's failure to meet the Tenant's obligations under this lease, INCLUDING 35% COLLECTION FEES.

14. NOTICES. Any notices given by the Landlord to the Tenant shall be either posted at the apartment, mailed or by personally handing the Tenant the notice. Any notice to the Landlord from the Tenant shall be given personally to the Landlord or sent to the Landlord by registered mail, postage prepaid to 1227 Maple Street, Indiana, Pennsylvania 15701.

15. COMPLETE AGREEMENT. This Lease represents the complete and entire agreement between the parties and there are no other written or oral agreements or understandings between the parties. Any amendment to this Lease must be in writing executed by the Landlord and the Tenant.

16. SUCCESSORS AND ASSIGNS. This lease is binding upon both parties including any transfer of the property on the part of the Landlord or any sub-lease with the written permission of the Landlord.

17. LEGAL LIABILITIES. Each individual Tenant shall be jointly responsible for all terms and conditions of this lease with the exception of the rent due from other Tenants. Each Tenant is responsible for only his or her rent. If a Tenant fails to pay the rent when due, the Landlord has the right to refuse that Tenant possession of the apartment. All Tenants are jointly responsible for any damages caused by any Tenants or their guests.

WITNESS the due execution of intending to be legally bound hereby the day and year first above written.

Witness: _____ TENANT: _____

Witness: _____ TENANT: _____

Witness: _____ TENANT: _____

Witness: _____ TENANT: _____

Witness: _____ TENANT: _____

BY _____
LAZOR BROTHERS - Landlord

NAME - HOME ADDRESS - HOME PHONE # - CELL PHONE # (Print clearly)

NAME _____ NAME _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

Home# (_____) _____ Home# (_____) _____

Cell# (_____) _____ Cell# (_____) _____

NAME _____ NAME _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

Home# (_____) _____ Home# (_____) _____

Cell# (_____) _____ Cell# (_____) _____

NAME _____

Address _____

City/State/Zip _____

Home# (_____) _____

Cell# (_____) _____