

Crimson Court Townhouses

230 South Carpenter Ave • Indiana, PA 15701
*(724)801-8672



1. Beymer Brook II, LLC - DBA Crimson Court Townhouses

1.1 DEFINITION OF TERMS

This lease, dated <<Lease Signed Date>> by and between Beymer Brook, LLC - DBA Crimson Court Townhouses, 230 Carpenter Ave, Indiana, Pennsylvania, 15701, who are referred to in this Agreement as "Landlord", and <<Tenant Contact Information>>, 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.

Landlord agrees to rent and Tenant and Tenant's Guarantor(s).

1.2 TYPE OF LEASE

THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY. All Tenants in the Townhouses, and their Guarantor(s), are jointly and severally liable for all obligations under this Lease except for Rent and Basic Cleaning/Redecoration fee which are individual responsibility of each Tenant and Tenant's Guarantor(s). Each Tenant and Guarantor(s) will only be responsible for their share of the Rent and not the other Tenant's share of Rent or another Tenant's Basic Cleaning/Redecoration fee. Any and all other fees, damages and other charges assessed under this Lease are joint and several liability of the Tenants and their Guarantor(s).

1.3 LEASE PROPERTY

Landlord leases unto the Tenant the following <<Property Name>> <<Unit Address>><<Unit Name>>

which is situated in the Borough of Indiana, Indiana County, Pennsylvania, 15701 to be used and occupied as a living townhouse only and for no other purposes, upon the following terms and conditions.

A. Term of this Lease:<<Lease Term (Months)>>

B. Commencement date of Lease: <<Lease Start Date>>

C. Expiration date of Lease:<<Lease End Date>>

D. Total rent for entire term payable by Tenant to Landlord:

«Total Rent Due For The Lease Term»

E. Total rent for semester payable by Tenant to Landlord:

- Total Rent Due per Semester «Total Rent Due per Semester»

F. Periodic Rental Payment Due Dates:

- Fall Semester: July 1 prior to start of fall semester
- Spring Semester: November 1 prior to start of spring semester

In the even the Tenant does not move into the Rental Unit for any reason, Tenant is still liable for the terms of this Lease. Each person signing this Lease will be liable for the entire payment and other charges identified in this Lease.

1.4 LATE FEES

If all rent is not paid in full on or before the due date, a late fee of \$50.00 shall be charged. If all rent is not paid within ten (10) days after the due date, and additional amount of \$10.00 per day will be charged for each day the rent is late. If any check is returned for any reason by a bank, there shall be a \$35.00 fee charged to the Tenant. Tenants utilizing financial aid, upon providing documented evidence to landlord, will not be assessed the late fees unless financial aid is released and Tenant fails to pay rent within 5 days of funds being released

1.5 SECURITY DEPOSIT

No security deposit is required for this Lease.

1.6 BASIC CLEANING/REDECORATION FEE

Upon signing a Lease, each Tenant must pay a Basic Cleaning/Redecoration Fee in the amount of \$150.00. The Basic Cleaning/Redecoration fee will cover the cost of carpet care, basic cleaning and touch up painting of the Townhouse at the end of the lease term. This fee does not cover any damages to the Townhouse or any excessive cleaning, painting or repairs that may result from nicks, scratches, carpet stains or tears, or plaster damage as a result of any action of the Tenant, Tenant's family or guest. Damage inspections will occur several times throughout the course of the Lease Term, and any damage noted at that time will be charged to the tenant for immediate payment. Damage to the walls caused by adhesive residue, excessive nail holes or paint damage will be considered a chargeable occurrence and will be charged to the tenant.

1.7 UTILITIES

The Landlord will be responsible for payment of all utilities including, water sewage, garbage, internet and electric with the express understanding that the Tenants and their Guarantor(s) shall be individually, jointly and severally liable for payment of any electric bill which exceeds \$25.00 per month / per Tenant. In this regard, any charge to a Tenant shall be paid within ten (10) days.

By initialing below, you acknowledge and agree to the terms in Section 1.

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2. BEYMER BROOK II LLC - DBA CRIMSON COURT TOWNHOUSES

2.1 SUBLETTING

Tenant may not transfer this Lease or sublet the Townhouse, or any part of the Townhouse or any parking spaces. Should the Tenant want to be released from the Tenant's remaining obligations under this Lease, Landlord will only do so provided:

- a) The Tenant finds a replacement Tenant who is approved by Landlord in Landlord's sole discretion. The Landlord is not responsible for finding a replacement Tenant.
- b) The replacement Tenant and their Guarantor(s) sign all documents required by Landlord.
- c) The Tenant pays all applicable fees and costs including a re-rental fee, imposed by Landlord.
- d) The Tenant agrees to pay Rent until the date a replacement Tenant approved by the Landlord becomes responsible for paying Rent on the Townhouse.
- e) An administrative fee of \$200.00 will be charged to any Tenant wishing to sublet their Townhouse.

2.2 PARKING

Should a Tenant wish to rent a designated parking space for his/her vehicle, the following additional terms and conditions shall apply.

- a) The parking fee is \$600.00 for the term of the lease, with \$300.00 due and payable on July 1 and the remaining \$300.00 due and payable November 1 of the Lease term.
- b) Landlord is not responsible to the Tenant to keep others out of the designated parking space.
- c) Tenant agrees to obey all rules and regulations for the parking lot where the licensed space is located.
- d) Tenant agrees to register with Landlord all motor vehicles that will use the parking space. All registered vehicle must have parking permit issued by Landlord. Only registered vehicles may use the licensed parking space.
- e) Tenant cannot transfer this parking space to anyone else.
- f) Landlord bears no responsibility whatsoever for the safety, security or any potential damages to Tenant's vehicle while parked on the premise.
- g) No specific parking lot is guaranteed to the Tenant.

Tenant requested a parking space be added to this lease on his / her application.

2.3 FINANCIAL AID

Tenant must promptly provide all necessary documentation to Landlord as to financial aid. If so provided, a five hundred dollar (\$500.00) rent payment is due on or before July 1 for the fall semester and a five hundred dollars(\$500.00) rent payment is due on or before November 1 for the spring semester as per the Lease. If either of the \$500.00 rent payments are not received by the due dates, Landlord will no longer accept Tenant's financial aid and the entire rent amount will be immediately due and late fees will be applied. The balance of Tenant's payment is due and payable for fall semester September 1 and spring semester February 1. If payment is not received by the first of September and February, Tenant may be charged an additional (\$10.00) dollars per day dating back to the lease due dates of July 1 for fall rent and November 1 for spring rent. Direct deposit of financial aid is recommended to avoid late fees.

Tenant requested to use financial aid on his / her application.

2.4 GUARANTY OF LEASE AGREEMENT

Tenant's Guarantor(s) agree to execute this Lease Agreement, and to permit the Landlord to rent a Townhouse to Tenant. Tenant's Guarantor agree to be fully responsible for all the rent payments for the full term of the Lease, or any and all extensions or renewals thereof if the Tenant does not promptly pay Landlord, as well as being fully liable for all other fees, charges and damages pursuant to the terms and conditions of this Lease Agreement. IN THE EVENT THAT THE TENANT DOES NOT MOVE INTO THE TOWNHOUSE FOR ANY REASON, OR PREMATURELY MOVES OUT OF THE TOWNHOUSE FOR ANY REASON, THE TENANT AND GUARANTOR(S) ARE STILL LIABLE FOR THE RENT. By signing this Lease Agreement, the Guarantor(s) agree to be legally bound individually for rent payments and jointly and severally for all other fees, damages and charges in the lease.

2.5 LIABILITY

Crimson Court Townhouses disclaims, and Tenant waives to the fullest extent permitted by law, any liability of the Landlord that may arise from loss, damage, or destruction of Tenant's property and from injury to any person on the Residential Property unless such damage or injury is caused by the reckless or intentional conduct of the Landlord. Tenant agrees to notify Landlord immediately of any dangerous or potentially dangerous conditions on or about the Residential property. Landlord shall insure the building, but not the tenant's contents, against loss from fire and extended liability. Landlord does not insure tenant's property against loss, theft, and damage. Landlord strongly recommends that Tenant secure his/her own insurance coverage for protection against loss of personal property.

2.6 REPAIRS

The Tenants shall be responsible for all repairs to the Townhouse, the appliances, and all personal property of the Landlord which are caused by the conduct or lack of care of the Tenant, the Tenant's family or the Tenant's guests. The Tenant shall have the responsibility to promptly notify the Landlord of any repairs that need to be made to the Townhouse or the Landlord's personal property located in the Townhouse. Any repairs or maintenance necessitated by the conduct of the Tenant, the Tenant's family or the Tenant's guest(s) shall be made only by the Landlord's workmen and all labor and materials will be charged to Tenant and paid for by the Tenant within 5 days of the Tenant being charged.

By initialing below, you acknowledge and agree to the terms in Section 2.

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3. BEYMER BROOK II LLC - DBA CRIMSON COURT TOWNHOUSES

3.1 RULES FOR USE OF TOWNHOUSE

Tenant, any member(s) of the Tenant's Townhouse, a guest or any person affiliated with the Tenant:

A. Shall not engage in any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the Townhouse by other tenants and shall not engage in any drug related activity on or near the Townhouse, either personally or by any member of the Tenant's household or any guest or other person under the Tenant's control. Drug related criminal activity means the illegal manufacture, sale distribution, use, or possession with intent to manufacture, sell, distribute, or use and illegal or controlled substances as defined in section 102 of the Controlled Substance Act 21 USC 802.

B. Shall not engage in any act intended to facilitate criminal activity.

C. Shall not permit the Townhouse to be used for or to facilitate criminal activity of any kind.

D. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance at any locations, whether on or near the Townhouse.

E. Shall not engage in any illegal activity, including but not limited to prostitution, criminal street gang activity, threatening or intimidating, assault, the unlawful discharge of a weapon or any breach of the Lease Agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenants, or involving imminent or actual serious property damage or personal injury.

F. ANY CRIMINAL ACTIVITY THAT THREATENS THE HEALTH, SAFETY OR RIGHT OF PEACEFUL ENJOYMENT OF THE TOWNHOUSE BY OTHER TENANTS, COMMITTED BY A TENANT OR BY ANY MEMBER TO THE TENANT'S HOUSEHOLD OR ANY GUEST OR ANY OTHER PERSON UNDER THAT TENANT'S CONTROL SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE LEASE. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. A single violation shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the Lease. Unless otherwise provided by law, proof of violation shall not require a criminal conviction but shall be by a preponderance of the evidence.

G. The Tenants shall exercise due care while using any part of the Townhouse, and shall not engage in any type of conduct that unduly annoys or unreasonably disturbs any other resident or violates any laws. Tenant agrees to keep the Townhouse in clean and sanitary condition and in as good condition as when the lease began, excepting normal wear and tear. Normal wear and tear means deterioration which occurs without negligence, carelessness, accident, or abuse by Tenant or Tenant's guest.

In addition to any other rules that may be enacted from time to time, Tenant also agrees to the following:

A. The sidewalks, entries, stairways, common areas shall not be obstructed or encumbered, or used for recreation, or any other purposes other than intended and other than ingress and egress.

B. Tenant shall not apply any wall coverings to the walls and windows of the Townhouse or mark, paint, drill into, or in any way injure, deface or damage any wall, window, ceiling, door, frame, partition, floor, wood, wiring, fixture, furniture, cabinetry, appliance, electrical systems, or plumbing systems. Any damage to the Townhouse shall be immediately reported to the Landlord. Tenant shall not use any window shades, blinds, draperies or awnings that are not approved by the Landlord.

C. No additional locks shall be placed on the doors.

D. Tenant shall not use any other method of heating or air conditioning other than that supplied by the Landlord.

E. The Tenant shall be charged \$25.00 for the loss of a key. Tenant agrees to return keys at the termination of occupancy or pay Landlord the sum of \$100.00 for lock and key replacement.

F. The Tenant shall be charged \$25.00 if the Tenant is locked out of the Townhouse and the Landlord must obtain access for the Tenant during business hours, Monday through Friday, 8:00 AM - 4:00 PM. After 4:00 and on weekends, the charge is \$50.00.

G. A hourly service fee will be charged to the Tenant if the Landlord is called to unclog a toilet. Landlord will not be liable for any clogged toilet unless a sewage line problem or toilet manufacturer defect is the source of the clog.

H. No beer kegs shall be permitted in the Townhouse or on Landlord's property. The Landlord shall have the right to remove from the premise any beer kegs or taps without the need to pay the Tenant for the beer kegs or taps.

I. Any fire extinguisher discharged shall be replaced by the Landlord and the Tenant shall be charged to replace the fire extinguisher and the cleaning fee.

J. Garbage must be disposed of in the dumpster and not left outside of the Townhouse.

K. The Tenant shall be responsible for any damages caused by the Tenant's failure to properly maintain the Townhouse, including the failure to maintain heat for the premises during school breaks.

L. The Tenant shall be responsible for replacing light bulbs.

M. The Tenant is responsible for obtaining a shower curtain and hooks. Any damages caused due to Tenant's failure to obtain a shower curtain or by not properly closing it, will be charged to the Tenant.

N. Tenant is responsible for keeping the Townhouse in a clean and sanitary condition and, at the end of the lease period, restoring the Townhouse to its original cleaned condition, normal wear and tear excepted.

O. No more than five guest are permitted in the Townhouse at one time.

P. There shall be no loitering on porches .

Q. No burning of candles or incense is permitted in the Townhouse at any time.

R. Tenant agrees that only the individual Tenants who have signed the Lease may occupy the Townhouse for more than two (2) consecutive days.

S. Smoke Detector: Landlord has installed one or more smoke detectors in the Townhouse. Tenant shall notify Landlord of any problems with smoke detector. Landlord shall repair or replace any smoke detector that is defective. Tenant shall be responsible to test each smoke detector each month during the lease period to insure proper operation and to promptly notify the Landlord of any apparent defects. Tenant releases, indemnifies, and agrees to hold the Landlord harmless from and against any liability arising from Tenant's failure to fulfill its obligations in regards to smoke detector safety.

T. No smoking of tobacco or any other substances is permitted in the Townhouse. If there is an accumulation of cigarette butts outside of the Townhouse due to outside smoking, Tenant will be assessed a clean up fee.

U. Tenant shall be responsible for any Landlord paid labor by reason of carelessness and indifference to the preservation of good order and cleanliness in the Townhouse and outside.

V. Tenant shall only cook in the Townhouse in the microwave and on the kitchen range. Tenant shall not cook, barbecue or grill in or about the outside areas of the Townhouse.

W. No furniture provided by Landlord may be used outside at any time for any reason.

X. Parking lots are permit parking only. No Tenant gatherings / parties may take place in the lots.

3.2 LANDLORD'S RIGHT TO ENTRY ONTO THE PROPERTY

Landlord or Landlord's agent may enter the Townhouse between 7:00 AM and 7:00 PM to:

- Make repairs;
- Improve the Townhouse;
- Show the Townhouse to possible buyers, lenders, or tenants;
- Inspect the Townhouse periodically for compliance with the Lease terms;
- For any other reasonable purpose;
- In an emergency situation or for a suspected violation of the Lease, Landlord may enter the Townhouse at any time Tenant may engage in any act intended to facilitate criminal activity.

3.3 LANDLORD'S RESPONSIBILITY

Landlord is responsible only for any loss, expense, injury or damage caused by Landlord or Landlord's Agent. Landlord is not responsible for any loss, expense, injury or damage to any person or property caused by items including but not limited to:

- Theft;
- Fire;
- Ice, snow or rain;
- Water;
- Plumbing or pipe leaks;
- Malfunction of appliances;
- Interruption of any utilities or services of the Townhouse;
- Power surges; and or
- Unforeseeable accidents and / or events or acts of God.

By initialing below, you acknowledge and agree to the terms in Section 3.

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4. BEYMER BROOK II LLC - DBA CRIMSON COURT TOWNHOUSES

4.1 TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE

Tenant agrees that Tenant is responsible for:

- All personal property of Tenant, occupant, and their family, guest or persons invited by them in the Townhouse or outside the Townhouse, including automobiles;
- Loss, damage, cost, injury or death caused by Tenant, occupant, or family, guest or persons invited by them for the use of Tenant's property;
- Any claim due to acts or from any failure to act by Tenant, occupant, or their family, guest or persons invited by them;
- Payment for damages or cost of Landlord from any claim based upon the acts of occupant, or their family, guest or persons invited by then; and,
- The legal fees and cost of defending Landlord if any claim is made against Landlord because of the acts of any Tenant, occupant, or their family, guest or persons invited by them.

4.2 TENANT'S INSURANCE

If Tenant wishes to protect Tenant's property interest, Tenant is responsible for securing insurance for:

- a) The protection of any personal property of Tenant, occupant or their family or guest;
- b) The contents in and around the Townhouse;
- c) Negligence of Tenant, occupant, or their family, guest or persons invited by Tenant for:
 - Bodily injury or death occurring in or about the Townhouse and areas outside the Townhouse;
 - Property damage to Landlord's or other Tenant's real and personal property;
 - Tenant's or occupant's automobile(s).

4.3 LEAVING THE TOWNHOUSE

The Townhouse is considered abandoned and / or turned over to Landlord if:

- a) Rent is five (5) or more days past due; and
- b) Tenant moves out all of Tenant's personal property from the Townhouse.

Tenant must still pay the rent for the entire Lease term. If Tenant abandons the Townhouse or leaves contents in the Townhouse at the end of the Lease term, Landlord may take possession of the Townhouse and its contents. Landlord may dispose of the contents and re-rent the Townhouse without obligation to Tenant. Tenant must pay the cost for removal and storage as applicable. If Landlord sells the contents, Tenant will be credited with the actual amount received, less any amounts owed to Landlord and less the cost of removal, storage and sale.

4.4 TENANT'S DUTIES AT END OF LEASE

In addition to any other duties which Tenant has under this Lease, Tenant will:

- a) When the Lease ends, leave the Townhouse, return all keys to Landlord, return the Townhouse clean and free of garbage or trash and in good repair, reasonable wear and tear excepted; and
- b) Comply with all other terms of this Lease.

4.5 CHANGES TO THE PROPERTY

Tenant must get written permission from Landlord before Tenant makes any changes, improvements or additions to the Townhouse.

4.6 PETS

No pets of any kind are permitted in the Townhouse unless otherwise agreed in writing. If a pet is found in the Townhouse, Tenant will be assessed a charge of \$500.00, and the Tenant will immediately remove the pet from the Townhouse.

4.7 TRASH

Trash must be disposed of in accordance with the directions of the Landlord. All garbage must be removed as it accumulates in or near the Townhouse. Garbage may not be kept in closets, hallways, basements, balconies, porches, ect. If Tenant or occupant violates local ordinances for removal of trash and Landlord is fined, Tenant shall pay the fine and any cost incurred by Landlord as a result of Tenant's actions. If Landlord has to remove Tenant's trash, Tenant shall pay the Landlord the cost to remove trash. If Landlord incurs the cost of pest control in Tenant's Townhouse as a result of Tenant's action, all Tenants in the Townhouse shall be responsible for the cost.

4.8 LANDLORD'S RIGHTS

The following are in addition to all rights of Landlord under the law:

A. If Tenant breaks any condition of this Lease, and Addendum to this Lease, or the Rules and Regulations, Landlord can:

- Collect and past due rent and any money which is due for the rest of the term from Tenant;
- Collect from Tenant for damages caused by Tenant or Tenants breaking any condition of the Lease or Tenants doing any act which is not permitted by the Lease;
- Go to court to evict Tenant and get back the Townhouse;
- Go to court to recover:
 - a) Rent or additional rent which is due from Tenant
 - b) Damages;
 - c) Reasonable costs and expenses which are spent by Landlord to enforce this Lease, including court costs, collection costs and attorney's fees.

4.9 LOSS OF LANDLORD'S RIGHTS

Landlord does not give up rights by accepting rent, additional rent or by delaying or not enforcing any condition in this Lease.

4.10 NO JURY TRIAL

Landlord and Tenant agree to give up their right to a jury trial in any litigation involving this Lease. Any litigation or suit resulting from this Lease shall be filed in Indiana, Pennsylvania and decided pursuant to Pennsylvania Law.

By initialing below, you acknowledge and agree to the terms in Section 4.

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5. BEYMER BROOK II LLC - DBA CRIMSON COURT TOWNHOUSES

5.1 ADDITIONAL ROOMMATES FOUND BY LANDLORD

Tenant agrees that if the number of Tenants to occupy the Townhouse does not equal the number of bedrooms in chosen Townhouse (i.e., fully executed Leases by all Tenants), within 10 days of the date of the application, Landlord had the right to place additional Tenants in the Townhouse within the designated occupancy limit without the Tenant's prior approval. Tenant agrees to cooperate with Landlord in connection with the placement of such Tenant, provided if Tenant unreasonably hinders placement of other individuals in the Townhouse, Tenant can be held liable for the rental amount of the unoccupied space for the entire term of the Lease or until the unoccupied space is leased. Tenant also acknowledges that should Landlord place any such Tenant in the Townhouse, Landlord is doing so solely for Tenant's benefit, and Tenant hereby releases and agrees to indemnify and hold harmless Landlord from any and all Liabilities associated with such service and / or the occupancy by such other individuals of a portion of the Townhouse, including but not limited to any and all damage or loss to the Townhouse or Tenant's property or injury to the Tenant or other persons.

5.2 SUBSTITUTE TOWNHOUSE

Prior to Tenant occupying the Townhouse, Landlord has the right to substitute a similar Townhouse for the Townhouse listed on page 1. If Tenant already occupies the Townhouse, Landlord also has the right to require Tenant and all other Tenants in the Townhouse to move to a similar Townhouse for the term of this Lease.

5.3 DAMAGE TO THE TOWNHOUSE

If the Townhouse 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 Townhouse 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 Townhouse is surrendered, shall not be liable for any further rent. If only a portion of the Townhouse 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 rata 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.

5.4 TENANT GIVES UP RIGHTS OF NOTICE

WARNING: UNDER PENNSYLVANIA LAW TENANT IS ENTITLED TO RECEIVE A WRITTEN NOTICE FROM LANDLORD TO LEAVE THE TOWNHOUSE. IF PERSONAL PROPERTY REMAINS IN THE TOWNHOUSE FOLLOWING THE RELINQUISHMENT OF THE TOWNHOUSE, TENANT IS ALSO ENTITLED TO RECEIVE WRITTEN NOTICE PRIOR TO THE REMOVAL OF PERSONAL PROPERTY THAT REMAINS IN THE TOWNHOUSE. BY SIGNING THIS LEASE, TENANT EXPRESSLY AGREES TO GIVE UP THE RIGHT TO RECEIVE AN NOTICE FROM LANDLORD TO LEAVE THE TOWNHOUSE BEFORE LANDLORD TAKES LEGAL ACTION AGAINST TENANT OR IF PERSONAL PROPERTY REMAINS IN THE TOWNHOUSE FOLLOWING THE RELINQUISHMENT OF THE TOWNHOUSE.

5.5 RIGHT TO TERMINATE

If the Tenant does not meet his / her obligation under this Lease, the Tenant may lose the Tenant's right to remain in the Townhouse as well as to pay money to the Landlord. This section contains a waiver of the Tenant's right pursuant to law. If the Tenant shall fail to meet the Tenant's obligations under this Lease, or abandons the Townhouse, the Tenant shall be in default. The Tenant has certain legal rights pursuant to 68 Pa C.S.A. Each Tenant agrees to waive notice to quit. The Tenant agrees that the Landlord is under no duty to notify the Tenant of any breach of any obligation under the Lease or to notify the Tenant of a default prior to filing a complaint in court. The Landlord shall have the right in the event of a default:

- A. To terminate this Lease;
- B. To have the Tenant removed from the Townhouse;
- C. To recover from the Tenant reasonable damages and all amounts of rent and other fees and charges due; and
- D. To recover from the Tenant Landlords attorney's fees and cost.

By initialing below, you acknowledge and agree to the terms in Section 5.

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6. Sign and Accept

6.1 ENTIRE AGREEMENT

This Lease Agreement 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.

6.2 SUCCESSORS AND ASSIGNS

This Lease Agreement is binding upon both parties and / or any other persons that might have the same legal rights as either the Landlord or the Tenant, as a result of any subsequent transfer of the Townhouse on the part of the Landlord or assignment of the Tenant's interest in the Lease with the written permission of the Landlord. TENANT AGREES LANDLORD GAVE TENANT TIME TO REVIEW THIS LEASE. IF LEASE TERMS ARE NOT UNDERSTOOD, TENANT IS ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AND GUARANTOR AGREE THAT THEY HAVE READ, UNDERSTOOD, AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF SAID LEASE. ANY ORAL OR WRITTEN AGREEMENTS MADE BEFORE SIGNING THIS LEASE WHICH ARE NOT INCLUDED IN THE LEASE ARE NOT PART OF THIS LEASE UNLESS DOCUMENTED IN WRITING.

6.3 TENANT SIGNATURE

BY SIGNING TENANT AND GUARANTOR ACCEPTS AND ACKNOWLEDGES TERMS IN THIS LEASE AND ACCOMPANYING ADDENDA

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed

EXAMPLE