

# *Heatherbrae Apartments Lease Agreement*

THIS LEASE (the "Lease") dated \_\_\_\_\_

BETWEEN:

\_\_\_\_\_ Corporation OF THE FIRST PART

1480 Indian Springs Road  
Suite 1  
Indiana, PA 15701

(724) 463-6200

(The "Landlord")

AND OF THE SECOND PART

\_\_\_\_\_  
(Collectively and individually the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this lease agree as follows:

## **Leased Premises**

1. The landlord agrees to rent to the Tenant the apartment municipally described as:

\_\_\_\_\_  
(the "Premises") for use as residential premises only. The Premises are more particularly described as follows: Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.

2. Subject to the provisions of this Lease, apart from the Tenant(s), no other persons will live in the Premises without the prior written permission of the Landlord. If Landlord, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$200.00 per month for each such person. Any person staying 14 days cumulative or longer, without the Landlord's written consent, shall be considered as occupying the premises in violation of this agreement.
3. No guests of the Tenant may occupy the Premises for longer than one week without the prior written consent of the Landlord.
4. One cat or one small dog, 10-15 pounds, may be kept in the Premises, with the prior knowledge of the Landlord, and the additional rent of \_\_\_\_\_ per month. If this privilege is abused, the Landlord may revoke this privilege upon thirty (30) days' notice. The animal that may be permitted is as follows: \_\_\_\_\_.
5. Subject to the provisions of this lease, and additional rent of \$25.00 per month, the Tenant is entitled to the exclusive use of the following parking on or about the Premises: one designated indoor parking space, #\_\_\_\_\_. Additional parking in front lot only. Only properly insured motor vehicles may be parked in the Tenant's space.
6. The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following furnishings: Range, Refrigerator, and Dishwasher.
7. No liquid filled furniture of any kind may be kept on the premises.

### Terms

1. The term of the lease commences at 12:00 noon on \_\_\_\_\_ and ends at 12:00 noon on \_\_\_\_\_.
2. After the natural expiration of this Lease, the Lease will automatically renew with identical provisions with the exception that the Tenant or Landlord may terminate the lease or the Landlord may modify terms of the Lease (such as rent) with 90 days advance written notice.

### Rent

1. Subject to the provisions of this Lease, the Tenant agrees to pay as rent the total sum of \$\_\_\_\_\_, payable in equal monthly installments of \$\_\_\_\_\_, which includes any charge for the Parking and any charge for a Pet (collectively the "Rent").

2. The Tenant will pay the Rent on or before the first day of each and every month of the term of this Lease to \_\_\_\_\_ by mail or by placing in designated rent box in apartment building.

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3. Landlord will accept payment in form of personal check or cashiers check made payable to \_\_\_\_\_.
4. If the Tenant fails to pay the rent in full before the end of the seventh day after it is due, the Tenant will be charged an additional amount of \$25.00 for late Rent.

### Security Deposit

1. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to \_\_\_\_\_ month(s) rent, or \_\_\_\_\_ (the "Security Deposit").
2. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
3. During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - Repair of walls due to plugs, large nails, or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - Repairing cuts, burns, or water damage to tile, linoleum, rugs, and other areas;
  - Repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and
  - Replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - Unplugging toilets, sinks, and drains;
  - The cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or building;
  - Any other purpose allowed under this Lease or the Act. For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.
4. The Tenant may not use the Security Deposit as payment for the Rent.
5. Within the lesser of 30 days and any time period required by the Act after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to the Tenant's forwarding address, or at such place as the Tenant may advise. Any refund may be paid to any of the Tenants.

### **Noise and Disruptive Activities**

1. Tenant or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the Landlord or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises.
2. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
3. Tenant shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering at the building entrances, common hallways, and other common areas that interferes with the convenience of other residents is prohibited.

### **Inspections**

1. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers in compliance with the Act.

### **Tenant Improvements**

1. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - Applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
  - Removing or adding walls, or performing any structural alterations;
  - Changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
  - Placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
  - Affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

### **Utilities and Other Charges**

1. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: Electric, Telephone, Cable

### **Insurance**

1. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any

such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.

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2. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss, and the Tenant assumes no liability for any such loss.

### **Abandonment**

1. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

### **Governing Law**

1. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Pennsylvania, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

1. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Pennsylvania (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
2. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.
3. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts

had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expunging of the invalid provision.

4. If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

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#### **Amendment of Lease**

1. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

#### **Assignment and Subletting**

1. An assignment, subletting, concession, or license or an assignment or subletting by operation of law, will be void and will, at Landlord's option, terminate this Lease.

#### **Damage to Premises**

1. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been unlivable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Premises, the Landlord may end this Lease by giving appropriate notice.

#### **Maintenance**

1. The tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
2. In particular, the Landlord will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
3. Major maintenance and repair of the Premises involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
4. Where the Premises has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant and its guests, the Landlord will keep the sidewalk, entrance,

driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.

5. Where the Premises has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Landlord will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.

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### **Care and Use of Premises**

1. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.
2. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall, and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
3. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
4. The Tenant will keep the Premises reasonably clean.
5. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
6. The Tenant will not engage in any illegal trade or activity on or about the Premises.
7. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
8. The Landlord will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from the Tenant in relation to accumulation of moisture and visible evidence of mold.
9. The Tenant will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.
10. The Tenant agrees that no signs will be placed or painting done on or about the Premises by the Tenant or at the Tenant's direction without the prior, express and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Premises during the appropriate time periods.
11. If the Tenant is absent from the Premises and the Premises are unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person.

The Landlord will be notified in advance as to the name, address and phone number of this said person.

12. The hallways, passages and stairs of the building in which the Premises are situated will be used for no other purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material, or place or leave rubbish in those areas and other areas used in common with any other tenant.

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13. Boots and rubbers which are soiled or wet should be removed at the entrance to the building in which the Premises are located and taken into the Tenant's Premises.
14. At the expiration of the Lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **Hazardous Materials**

1. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

### **Rules and Regulations**

1. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

### **General Provisions**

1. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
2. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
3. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
4. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
5. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.
6. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.



7. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

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8. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
9. Time is of the essence in this Lease.
10. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
11. The Tenant will indemnify and save the Landlord, and the owner of the Premises where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provision hereof of by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
12. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Premises of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
13. The Tenant is responsible for any person or persons who are upon or occupying the Premises or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
14. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Premises.

IN WITNESS WHEREOF \_\_\_\_\_ Corporation,  
and \_\_\_\_\_ (Tenant)  
have duly affixed their signatures on this \_\_\_\_\_ (date).

WITNESS:

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_ Corporation                      date

WITNESS:

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_ date  
\_\_\_\_\_ date

