

**STUDENT HOUSING LEASE AGREEMENT DATED \_\_\_\_\_**

- 1) **PARTIES:** The parties to this agreement are B&L Properties, hereinafter called "Owner" and the persons below signed, hereinafter called "Student(s)".
  
- 2) **LOCATION:** \_\_\_\_\_, Indiana, PA 15701, hereafter call "Premises."
  
- 3) **TERM:** The term of this agreement will be for the academic year (2 semesters) beginning on \_\_\_8/21/13\_\_\_\_\_ and ending on \_\_\_5/18/14\_\_\_\_\_.
  
- 4) **RENT:** The rental fee for this agreement will be \_\_\_\_\_. This amount is divided per Student as follows:  
\_\_\_\_\_ per Student, per semester, based on \_\_\_\_\_ Students  
\_\_\_\_\_ per Student, per semester, based on \_\_\_\_\_ Students  
\_\_\_\_\_ per Student, per semester, based on \_\_\_\_\_ Students

Rent is payable according to the payment option selected by each Student on the Rent Schedule Addendum.

**Note: The per semester rent due from each Student is based on the total amount of the rent divided by the number of Students living in the Premises. So if one Student backs out of the lease, the total amount of the rent stays the same and is divided over the remaining students, causing the per student amount per semester to go up.**

- A) **Late Charge:** A late charge of \$5 per day will be assessed for each day the rent is paid late.
  
- B) **Occupancy: No Student shall have the right to occupy the said Premises until all rents and security deposits have been paid and Parent Guarantee forms turned in, in accordance with this Lease Agreement. No keys shall be given to any Student before all rents and security deposits from all Students have been paid and all Parent Guarantee forms have been turned in.**
  
- C) **Interest Charge:** The Owner will charge interest at the rate of Two percent (2%) per month on any rent delinquent by more than sixty (60) days. Such interest will be in addition to the late charge and the Owner is authorized to apply security deposit to these items. In the event the delinquent account is turned over a collection agency Student agrees to pay all fees associated with collecting the delinquent rent. This could add up to an addition 50 percent on top of amount owed.
  
- D) **Parking:** A fee of \$150 is charged per semester per Student who utilizes parking facilities. Please visit our website ([www.IUPoffCampus.com](http://www.IUPoffCampus.com)) to download the parking registration form. Please fill it out and return it along with payment. Parking spaces are not guaranteed and are distributed on a first come first serve basis.  
 If your house includes parking the number of spots included will be stated here: \_\_\_\_\_
  
- E) **Failure to Move In or Vacating Premises:** If a Student fails to move in or vacates the premises and the opening is not filled, rent will not be refunded. **If rent has not been paid by the Student(s) who vacate and the rent cannot be collected by the Owner after a reasonable effort for collection, the remaining Students must make up the difference in rent. Change in University enrollment status has no bearing on this Lease.**

- 5) **INSURANCE:** Owners insurance does not provide coverage for Student's personal property. We urge you to get your own insurance for losses due to theft, fire, water damage, and the like. You intend to (check one):
- Not buy insurance to protect against such losses or
  - Buy insurance from your own agent to cover such losses
- If neither is checked, you acknowledge that you will not have insurance coverage.
- 6) **DAMAGES AND REIMBURSEMENT:** Owner is not liable for loss, injury, or damage to any person or property unless the loss, injury or damage is caused by the Owner's intentional act or neglect. Student shall repay to Owner any money spent by Owner due to Student's intentional act or neglect. Student is responsible for all intentional acts or neglect. Student is responsible for all intentional acts or neglect of Student's family, friends, and others who use the Leased Premises. Owner 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) **PRIVATE USE AND CLEANLINESS:** The leased Premises and other areas reserved for Students private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Owner may exclude from the apartment/house guests or others who, in Owner's judgment, have been violating the law, violating this Lease Contract or any rules, or disturbing other residents, neighbors, visitors, or Owner representatives.
- 8) **PARKING:** Owner may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside leased Premises or on sidewalks, under stairwells, or in handicapped parking areas. Owner may have unauthorized or illegally parked vehicles towed under an appropriate statute. All cars parked in a numbered parking stall must have a parking permit; those without one will be towed at the vehicle owner's expense. Owner is not responsible for any damage done to vehicles parked in Owners lots.
- 9) **CASUALTY LOSS:** We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Students are responsible for snow removal.
- 10) **ANIMALS:** No animals (including, but not limited to, mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or house community. If Student or any guest or occupant violates animal restrictions (with or without Student's knowledge), Student will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the leased Premises at any time during Student's term of occupancy Owner will charge Student for de-fleaing, deodorizing, and shampooing. Initial (\$250) and daily (\$25) animal-violation charges and animal-removal charges are liquidated damages for Owner's time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Owner may remove an unauthorized animal without prior notice given. Owner may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss, harm, sickness, or death of the animal. Owner will return the animal to Student upon request if it has not already been turned over to a humane society or local authority. Student must pay for the animal's reasonable care and kenneling charges.
- 11) **PARENT GUARANTEES:** Both parents of each Student signing this lease are required to sign a Parent Guarantee form. This form can be found on our website, ([www.IUPoffcampus.com](http://www.IUPoffcampus.com)). **Parent guarantees from all parents must be received before any Student is allowed to move in. Guarantors will be notified in the event fines are issued or disruptive conduct notices are given.**

- 12) **OWNERS RIGHT TO VOID LEASE:** Owner reserves the right to void lease, by giving written notice to Students, at any time prior to all Deposits and Parent Guarantees being received from all Students signing below, and rent the property to another Students. In this event, this lease becomes Null and Void.
- 13) **REPLACEMENTS AND SUBLETTING:** Replacing a Student, subletting, or assignment is allowed only when Owner consents in writing. If departing or remaining Students find a replacement Student acceptable to Owner before moving out and Owner expressly consents to the replacement, subletting, or assignment, then:
- a. **A \$200 RE-LETTING FEE APPLIES.**
  - b. A reasonable fee will be due if re-keying is requested or required; and
  - c. The remaining Students will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.
  - d. Your reservation deposit will be refunded less the re-letting fee only after all the replacement Students' paperwork and deposits have been turned in. In the event the semester has already started and occupancy has been given, the Security deposit less the re-letting fee will be returned at the end of the school year.

**NOTE: It is the sole responsibility of the departing Student and remaining Students to find a replacement. The \$200 fee is paid by the departing Student to cover administrative costs. Owner has no responsibility to find a replacement. If no replacement is found the departing Student and remaining Students are still liable for the total amount of the rent.**

- 14) **USE OF PROPERTY:** Students will use the property only for residential purposes and agree to abide by all laws and ordinances of the Borough of Indiana, the State of Pennsylvania, and the Codes of Conduct of IUP University. Students are prohibited from having "OPEN PARTIES". Violation of PA Law and IUP University policy regarding drugs or alcoholic beverages is cause to cancel Lease with no refund. **Kegs of alcohol or "Party Balls" on the Premises will result in immediate cause to cancel the Lease.** At no time will the Students or others congregate in areas not designed as living space.
- 15) **CRIMINAL ACTIVITY:** ANY CRIMINAL ACTIVITY COMMITTED BY A STUDENT OR BY ANY MEMBER OF THE STUDENT'S HOUSEHOLD OR ANY GUEST OR OTHER PERSON UNDER THAT STUDENT'S CONTROL OR IS A DANGER TO THE PREMISES IN ANY DRUG RELATED CRIMINAL ACTIVITY ON OR NEAR THE PREMISES BY THE STUDENT OR ANY MEMEBER OF THE STUDENTS HOUSEHOLD OR ANY GUEST OR OTHER PERSON IN THE STUDENT'S CONTRAL SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE LEASE. VIOLATION OF THE PROVISION SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE LEASE. A single violation of any of the provisions in this lease 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 under 41 O.S. } 132 (D).**
- 16) **UTILITIES:** Students will pay the following: electric, heat, cable T.V., internet, telephone, water, and garbage. Sufficient heat must be maintained by the Student at all times to prevent frost damage. Please visit our website (www.IUPoffCampus.com) for the contact information for local utility providers. Should the garbage not be picked up in a timely manner, the Owner can remove garbage at a rate of \$25 per bag. Any charge for recycling will be paid by Students from Students Security Deposit. The trash bill is paid by the owners and billed back to the Students at a rate of \$35 per student per semester.

- Your heat type is: \_\_\_\_\_
- Your Hot Water type is: \_\_\_\_\_

- 17) **DEPOSITS:** At the time of the signing of this Lease, each Student will deposit with the Owner the sum of \$350 as a reservation deposit which becomes the security/damage and cleaning deposit when payment of fall rent is made. The Owner reserves the right to bring legal action for any damages to the property not covered by the deposit. Deposits will be held per PA Law, 68 Purdons 250.511.a & 512. In the event damages occur during the Lease term, the Deposit will be billed at the time of the damage, cleaning, or cost imposed per rules. If the amount of the Deposit held by the Owner at any time falls below \$250 the Student will be billed to bring the balance back up to \$350. Failure to do so is cause for termination of this Lease.
- A) Students agree that if more than one (1) person occupies the premises the damages, at the Owners discretion, may be apportioned between all the Students and subtracted from the Security deposits as well as any additional monies that may be charged if the Security deposits are insufficient. Upon the end of the Student's Lease Students will be given a list of the deductions made to the account and will receive the remaining balance within 30 days of the ending of their Lease, provided they have given the Property Manager their forwarding address. If the Student fails to provide their forwarding address they agree to waive their right to the remaining balance; and said right shall be deemed waived and abandoned.
  - B) **No Security Deposits will be returned until all Students have moved out.**
  - C) Remaining balance check will not be mailed until all keys and key chains are returned and all utilities are turned off and balances paid.
  - D) No interest is paid on security deposits.
  - E) The deposit of \$350 which is collected at the time of lease signing is used as a Reservation Deposit to hold the apartment for the Students until the Fall semester's rent is paid in July. At that point the Reservation Deposit becomes the Security deposit.
- 18) **END OF LEASE:** Student agrees to move out of the leased property at the end of this lease. Student understands that once the lease has ended, the Student cannot remain in the leased property. If the Student does not move out at the end of the lease, Student will agree to pay \$200 per day plus any and all costs that the Landlord incurs due to the Student's failure to move out of the property on the agreed upon end date of this lease.
- 19) **ABANDONMENT:** Any of the Student's personal property or possessions remaining on the Property after the Student moves out will be considered to be abandoned property. The Owner will have the right to remove and dispose of any abandoned property in any manner determined by the Owner. Student will pay for the cost of removal and disposal of abandoned property.
- 20) **INSPECTIONS & SHOWINGS:** Owner reserves the right to enter the premises at reasonable times to determine if cleaning and/or repairs are needed or to show the apartment to a prospective Student. Repairs and cleaning may be done and deposits charged prior to the end of the term. Students agree to the showing of the Premises to other prospective Students or buyers.

Landlord may enter the property at any time without advanced notice when there is reasonable cause to believe that an emergency exists, a lease violation is occurring, or to perform routine or emergency maintenance, whether or not requested by the Student.

For example, if there is a disturbance and the police come to your apartment, they can call us at any time of the day or night and we will open the door of your property for them because a disturbance is a lease violation. For another example, if there is a cat on your windowsill, we can enter without notice because having a pet is a lease violation.

**However, whenever possible 24-hour notice will be give prior to owner or owner’s representatives entering the apartment.**

Landlord will perform periodic inspections of the leased property to insure that it is being maintained in a safe and sanitary condition. Student understands that the Landlord may photograph or videotape the leased property before move-in, during periodic inspections, and following move-out to document unit damage and condition.

21) **TERMINATIONS:** In the event of a violation by any one of the Students occupying the Premises or their guests of any provision of this Lease, the Owner reserves the right to terminate the Lease, in which case all rents will be retained by the Owner. Owner may evict one Student or all of the Students for a violation of the lease at Owner’s discretion. A violation of the Rules and Regulations attached to this lease is a material breach of this lease. **IN THE EVENT THE OWNER NEEDS TO EVICT ANY STUDENT(S) OCCUPYING THE PREMISES. THE STUDENT(S) HEREBY WAIVES OR GIVES UP THE RIGHT TO ANY EJECTION NOTICE, AND AGREES TO MOVE OUT IMMEDIATELY UPON EVICTION.**

22) a. In the event a Student is evicted from the premises the Student (s) remains liable for the full amount of the rent until the time the original lease has expired or the Owner has been able to re-rent their spot to another Student.

23) **LEAD-BASED PAINT HAZARD:**

- a. Landlord is required by Federal law to disclose to the Students Information about Lead based paint hazards at the leased premise.
- b. Each Tenant has been notified by the Landlord that a copy of the pamphlet entitled PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME, can be download from the Landlords website: [www.IUPoffCampus.com/lead-paint-addendum](http://www.IUPoffCampus.com/lead-paint-addendum).
- c. The flowing marked with an (X) applies to the leased premises:  
\_\_X\_\_ Landlord has no knowledge of lead-based paint at the premises.  
-OR-  
\_\_\_\_\_ Landlord DOES have knowledge of lead-based paint at the leased premises. Reports and information about lead-based paint are available during regular office hours for the Students to read at the office of the landlord.
- d. The information given by the Landlord in Paragraph 21 of this lease is certified to be true and correct to the best of the Landlord’s knowledge and belief.
- e. If the leased premises were built after 1978 this paragraph does not apply.

- 24) **FIRE PROTECTION:** Local and State fire officials have suggested and/or mandated the following restrictions for your protection:
- A) Do not tamper with smoke detectors and please report inoperable smoke detectors immediately.
  - B) It is the Student's responsibility to regularly test the smoke detectors.
- 25) **MOVE IN INSTRUCTIONS:** Before any Student moves in, all Rent/Student loan award letters must be received along with all parent guarantee forms. No keys will be given out to any Student until all paperwork is complete and rents/security deposits collected.
- 26) **CAUTION:** This Lease is a binding legal obligation. Each Student is signing this Lease for one academic year, which means each Student is legally liable for the entire rental fee. If you have questions, consult an attorney or the BU Housing Office.
- 27) **CONSUMER NOTICE:** All Parties to this lease acknowledge that Luke Martin holds a Pennsylvania Real Estate License.
- 28) **ADDITIONAL DOCUMENTS:** The following documents are made part of this lease:
- A) Individual Student Information Pages
  - B) Parent Guarantees
  - C) Rules and Regulations
  - D) Student Damage/Repair and Service Minimum Charges Addendum
  - E) Rent Payment Schedule
- 29) **EXCLUSIONS:** Under this Lease Agreement, window treatments and furniture are not included unless noted under exceptions.
- A) **EXCEPTIONS:** Beds, mattresses and mini-blinds, Desks, Dressers, Couch, table 4 chairs or breakfast bar with bar stools.
- 30) **ENTIRE AGREEMENT:** This Lease is the entire agreement between Student and Owner. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease. **IF MORE THAN ONE STUDENT IS SIGNING THIS LEASE, THE STUDENT AND STUDENT'S PARENTS WILL BE JOINTLY AND INDIVIDUALLY LIABLE FOR ALL OBLIGATIONS UNDER THIS LEASE AND ANY NOTICE OR SERVICE OF LEGAL PAPERS ON ONE STUDENT SHALL BE THE SAME AS IF THE NOTICE WAS SERVED ON ALL STUDENTS.**

This means that all the Students as a group and each of the Students as an individual are responsible to the Landlord for all of the agreements of this lease. For example, if the rent is not paid, the Landlord can sue all of the Students (jointly) for any unpaid rent. Or, the Landlord can bring suit against any one Student separately (Severally) for all of the unpaid rent.

