

**123 Main Street 2020/2021 Joint & Several Inclusive Group Lease**

This lease agreement sets expectations in order to promote a clean, safe, and enjoyable place to live for all people involved. You are agreeing to live here on the terms set forth in this written contract. Four basic rules to remember for a positive rental experience are the following:

**Rule #1 Pay your rent on time or early.**

**Rule #2 Promptly report all needed maintenance or damage repairs via email.**

**Rule #3 No pets or non-service animals are allowed on this property.**

**Rule #4 No public disturbances are permitted by anyone on this property.** Public disturbances include but are not limited to receiving either pending or assigned property points against the Premises from the Borough of State College, Police visits for breaking the law, Zoning violations, Code violations, Excessive noise, Any Litter on the Property, Alcohol and Drug offenses, and Neighborhood complaints.

**1. DESIGNATION OF LANDLORD AND TENANT**

This lease is made effective as of September 15, 2019 between the following landlord and tenant.

Landlord: Trout Housing  
Home Office Address: 852 Webster Drive, State College, PA 16801  
All correspondence via email: [trouthousing@gmail.com](mailto:trouthousing@gmail.com)  
Emergency-Only Number: (814) 237-2573  
Website: [www.trouthousing.com](http://www.trouthousing.com)

Tenant		Bedroom # 1
Tenant		Bedroom # 2

**2. PREMISES**

- A. Landlord in consideration of the rent payments provided in this lease, leases the Premises located at 123 Main Street, State College, Pennsylvania 16801.
- B. Landlord in consideration of the rent payments provided in this lease, also leases the High Street parking lot for up to two vehicles.
- C. Landlord excludes the garage, the Beaver Avenue driveway in front of the garage, the attic, and the basement.
- D. Under no circumstances will there be more than two tenants residing at this Premises.

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**3. LEASE TERM**

Start Time / Move-in Meeting at Premises	July 14, 2020 at 3:00 p.m.
End Time	July 6, 2021 at 5:00 p.m.

**4. GROUP DOWN-PAYMENT RENT**

- A. The down-payment rent for this unit is \$4,000.
- B. The down-payment will only be made via check or cash.
- C. The down-payment rent may be paid with as many as two simultaneous payments, which are due when the lease is signed.

**5. REMAINING GROUP RENT PAYMENTS**

Tenant will pay landlord according to the following schedule:

- A. The remaining group rent will be paid in 10 group rent payments of \$2,000. Unlike the group down payment, each of the 10 group rent payments will only be paid with either a single group rent check payment, a single group rent ACH payment, or a cash payment for the entire group rent.
- B. The total group rent payment for tenant is \$24,000. Tenant may pay the entire group rent early for tenant’s convenience; however, landlord does not provide tenant with any discount, nor exception to the required rent payment as a group payment.
- C. This is not a month-to-month lease.
- D. There is no correlation between group rent payments and time period of possession other than to say that all of the group rent payments are due once the lease is signed and the group down-payment rent is provided to landlord, even if possession is not fully utilized or ever even taken.
- E. All lease monies collected by landlord are non-refundable.
- F. If tenant vacates the Premises or quits the lease for any reason, then Tenant forfeits all rent money already paid to landlord and agrees to immediately pay the total balance of the lease group rent; otherwise, known as ‘acceleration of rents’.
- G. Group rent payments are paid sequentially and chronologically; therefore, tenant cannot skip a group rent payment.
- H. Landlord will not accept coins, foreign money, or barter for group rent payments.
- I. Group rent payments will only be made via a single check, cash, or a single ACH payment.
- J. Landlord will only give group payment receipts when group rent is paid in cash. Cash group payments must be accompanied with the rental address. Landlord never accepts cash payments without giving tenant a copied written receipt, which tenant should save as proof of payment.
- K. When paying the group rent by group check, tenant will have their rental address on their group rent payment check.
- L. If group ACH rent payments are chosen by tenant, then the group ACH rent payment

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form only authorizes for Swanky Shelters L.L.C. d.b.a. Trout Housing to automatically withdraw the scheduled group rent payments.

Payment Dates	Group Down-Payment rent
At lease signing	\$4,000 paid with up to one payment per tenant
Payment Dates	Group Rent Remaining
	10 remaining group rent payments of \$2,240 on the following schedule:
August 1, 2020	\$2,000 paid with one payment per group
September 1, 2020	\$2,000 paid with one payment per group
October 1, 2020	\$2,000 paid with one payment per group
November 1, 2020	\$2,000 paid with one payment per group
December 1, 2020	\$2,000 paid with one payment per group
January 1, 2021	\$2,000 paid with one payment per group
February 1, 2021	\$2,000 paid with one payment per group
March 1, 2021	\$2,000 paid with one payment per group
April 1, 2021	\$2,000 paid with one payment per group
May 1, 2021	\$2,000 paid with one payment per group
	Total rent paid by tenant between the group down-payment rent & the 10 remaining group rent payments.
Total Rent	\$24,000

**6. NON-SUFFICIENT FUNDS FEE & LATE FEES**

- E. Tenant will be charged \$50 for each time that funds are non-sufficient either for a check or an ACH payment.
- F. A check with sufficient funds will be considered received either by the postmark or when it is handed to landlord. A check with insufficient funds will be considered ‘made good’ when the funds become sufficient and the money is in landlord’s account. If tenant sends in a late group rent check, landlord will waive the late fee just once per lease term if tenant gives landlord all of the remaining group rent checks post-dated on the due dates

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through May 1, 2021 or tenant signs up for group ACH payments with landlord; Otherwise, tenant will pay the group rent with the group late fees.

- G. The group late fee on a group rent payment is \$40 per day.
- H. Late fees continue accruing until both the rent payment and all late fees are paid.

### 7. DAMAGES & BILLING

- A. Landlord does not have any security deposit.
- B. In the event of any damages such as any unreasonable wear and tear; vandalism; or a filthy condition existing, tenant is responsible to promptly pay for materials and labor, which is billed by landlord to tenant.
- C. When billing for damages, landlord uses a direct billing method which only charges tenant for the cost of materials and labor.
- D. If tenant damages something beyond repair, then tenant is responsible for the entire replacement cost.
- E. Tenant is not allowed to repair the Premises. Tenant is not allowed to have anyone else repair the Premises. Only Landlord or landlord's representatives may repair the Premises. Therefore, tenant must contact landlord for repairs to the Premises.
- F. Tenant is required to promptly report to landlord any damages via email.
- G. Any bill not paid to landlord by the due date on the bill will have a \$20 per day late fee.

### 8. POSSESSION

- A. Tenant will be entitled to possession on the first day of the lease term of this lease and will yield possession to landlord on the last day of the lease term of this lease unless tenant is evicted prior to that time, in which the earlier end date would become the eviction end date of possession for the lease term.
- B. Tenant is not permitted to stay beyond the last day of this lease. After the last day of this lease tenant gives landlord the right to automatically dispose of all remaining possessions.
- C. This is not a month-to-month lease, nor will it become one.

### 9. MOVE-IN PROCEDURES

Tenant has the following options for taking possession of the Premises:

- A. Tenant may secure keys for the Premises at the Premises during the scheduled move-in meeting listed in the section 3. LEASE TERM of this lease.
- B. If none of the tenants can attend the move-in meeting, then tenant must contact the landlord to reschedule a different time to get the keys that is mutually agreeable with landlord.
- C. Landlord only has one move-in meeting at the Premises. Once any tenant has possession of the Premises, the group has possession of the Premises because all of the keys are in the Premises and the first tenant in the group can open the entrance door for the other tenants in the group.
- D. Any additional move-ins that require the entrance door to be unlocked can be

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accomplished by following the procedures and paying the fee in section 18. KEYS & LOCKS of this lease.

- E. Tenant may not move themselves or any possessions into the Premises prior to the start of the lease term.
- F. Tenant agrees not to ask landlord to move themselves or any possessions into the Premises prior to the lease term.

### 10. MOVE-OUT PROCEDURES

- A. Tenant must have Premises completely emptied and cleaned prior to the end of the lease term listed in the aforementioned section 3. LEASE TERM.
- B. Tenant is to leave the Premises in the same condition as when they first moved into the Premises.
- C. Tenant must return all keys in good working order on or before 5:00 p.m. on the last day of this lease by leaving the bedroom key in the bedroom door deadbolt lock with the entrance key ringed to the bedroom key. When the last tenant leaves the Premises, he/she should email landlord that the Premises is vacant and that the entrance door is pulled shut, but not locked. Landlord will secure both the building and the keys.

### 11. MAINTENANCE

- A. At landlord's discretion, landlord can perform necessary construction, repair, or maintenance while tenant possesses the Premises.
- B. Landlord may shut off water, electric, oil, or gas amenities in order to construct, repair, or maintain the Premises. Tenant will not be compensated in any way for time or inconvenience that landlord finds it essential to perform necessary construction, repair, or maintenance during the Lease term.

### 12. USE OF PREMISES

- A. Tenant will occupy and use the Premises as a dwelling unit.
- B. Landlord may stop any party on the Premises and send any visitors away from the Premises.
- C. Tenant will not allow any debris, including cigarette butts, to be on the Premises.
- D. Tenant agrees not to do any activities in or around the leased Premises which could do harm to anyone, damage any property, or cause a domestic disturbance.
- E. Tenant will not perform or allow any illegal activity on the Premises.
- F. Tenant will never create any noise that will disturb anyone outside of a bedroom. Furthermore, Tenant will never cause any noise that can be heard beyond the Premises.
- G. Tenant will not create nor allow anyone else to cause a public disturbance including but not limited to zoning violations, over-occupying the Premises, noise violations, litter violations, parking violations, breaking laws, serving minors alcohol, doing drugs, dealing drugs, possession of stolen items such as road signs, rape, and assault.
- H. Landlord is not responsible for any injury, damage, or accident caused by tenant playing

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- any kind of game or sport on the Premises.
- I. Tenant will never physically fight, wrestle, roughhouse, or obnoxiously shout on the Premises.
  - J. Tenant will not have water beds on the Premises.
  - K. Tenant is not permitted to have an aquarium or terrarium on the Premises.
  - L. Tenant is not permitted to have any signs, pictures, or photos outside of the Premises or visible from the outside of the Premises. Landlord may have any sign inside or outside of the Premises.
  - M. Tenant is not permitted on any roof. If anyone is on the roof, the fine is \$500 per person, per occurrence.
  - N. Tenant is not permitted in the mechanical room.
  - O. Tenant is not permitted to store anything in the mechanical room.
  - P. Tenant is not permitted in the attic.
  - Q. Tenant is not permitted to store anything in the attic.
  - R. Tenant is not permitted to use any exterior water spigots.
  - S. Tenant is not permitted to have or use any hoses on the Premises.
  - T. Tenant is not permitted to wash vehicles on the Premises.
  - U. Tenant is not permitted to have or to use any hot tubs, swimming pools, or slides of any size on the Premises.
  - V. Tenant is not permitted to utilize any fireplace.
  - W. Tenant is not permitted to remove any furniture, appliance, or any other item from the Premises that may come with the Premises.
  - X. Tenant is not permitted to have any supplemental heaters.
  - Y. Tenant will safely operate any toaster ovens or electric hot plates.
  - Z. Tenant is not permitted to have more than one keg at a time on the Premises.
  - AA. Tenant is not permitted to have a keg in or on the bathtub, shower, refrigerator, sink, counter top, window, doorway, or in any place that will cause damage to the Premises.
  - BB. Tenant is not permitted to have a keg in the view of people off of the Premises.
  - CC. Tenant is not permitted to have a keg outside of the house.
  - DD. Tenant is not permitted to have a keg that is not in a hard-plastic, leak-proof tub.
  - EE. Tenant will be charged \$100 per keg for each violation of the rules involving kegs.
  - FF. Tenant is responsible for all activities occurring at the Premises whether performed by Tenant or by other people, even if tenant is not present at the Premises when other people are present at the Premises.
  - GG. Tenant is only allowed to have the following items outside of the Premises either stored in a neat and orderly manner or operated in a safe manner: vehicles, bicycles, landlord-approved grills, and landlord-approved outdoor furniture.
  - HH. Tenant will not install an air conditioner in a house with central air conditioning.
  - II. Tenant will not simultaneously operate the air-conditioning and the heat at the Premises.
  - JJ. Tenant will not heat the Premises above 72 degrees Fahrenheit.
  - KK. Tenant will not cool the Premises below 72 degrees Fahrenheit.

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- LL. Tenant is not allowed to have more than one air conditioner installed per room.
- MM. When installing an air-conditioner, Tenant must have the air-conditioner slightly tilted downward on the outside of the house so that the water drips outside rather than inside.
- NN. Tenant is not permitted to cut anything directly on a countertop. When cutting items, Tenant will use a cutting board.
- OO. Tenant will not have any object on the floor that will damage the floor including carpet without non-skid carpet padding or any masonry products.
- PP. Tenant is not permitted to leave the floors in a wet condition.
- QQ. Tenant is not permitted to add any type of lighting to the exterior of the Premises.
- RR. Tenant is not permitted to run extension cords through a window or door opening, nor from the inside of the Premises to the outside of the Premises.
- SS. Tenant is not permitted to remove any doors or windows.
- TT. Tenant is not permitted to paint, stain, or color the Premises in any way.
- UU. Tenant is expected to provide and replace toiletries.
- VV. Tenant is expected to provide and change light bulbs that they can reach. If too many light bulbs need replaced, then landlord may install them and bill tenant for that service.
- WW. Tenant will provide their own toilet paper, toiletries, towels, linens, light bulbs, trash bags, cleaning supplies, dishes, counter-top appliances, televisions, computers, modems, routers, furniture, rugs with non-skid rug padding, entrance mats, window screens, air-conditioners, and anything else tenant desires that the lease will allow.
- XX. If tenant ever has any question about the use of Premises, tenant must contact landlord via email and wait for the landlord's response rather than assume.

### 13. INSURANCE

- A. Landlord agrees to have insurance on the building where leased Premises is located.
- B. Tenant's property is not insured by landlord's insurance or landlord.
- C. Tenant is responsible for tenant's own property that is located at the leased Premises.
- D. This lease makes no warranties for security.

### 14. NOTICES

- A. Notices under this lease will be deemed invalid unless given or served in writing.
- B. Tenant must notify landlord via email if the premises will be vacant for more than 5 consecutive days.

### 15. CUMULATIVE RIGHTS

- A. The rights of the parties under this lease are cumulative, and will not be constructed as exclusive unless otherwise required by law.

### 16. OCCUPANTS

- A. Tenant agrees that tenant will not allow more than tenant to occupy the leased Premises.
- B. An overnight guest is permitted, providing he/she does not encroach upon tenant. An

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- overnight guest is not a tenant on this lease at this Premises.
- C. The greatest use of diplomacy should be employed by tenant when having an overnight guest.
  - D. The total amount of guests visiting the Premises at any given time cannot exceed the number of people that comprise tenant on this lease.
  - E. Any complaints or problems that are brought to landlord regarding tenant having an overnight guest will result in the termination of the privilege of tenant from having any overnight guest for the remainder of the lease based upon landlord's discretion.

### 17. PETS AND NON-SERVICE ANIMALS

- A. No pets or non-service animals will be allowed on the Premises.
- B. No pet or non-service animal food or water dishes, litter boxes, or any pet or non-service animal products are permitted on the Premises.
- C. Tenant will be fined \$500 per day per pet or non-service animal or pet or non-service animal products that are on the Premises, regardless of whose pet or non-service animal, pet or non-service animal product it is.
- D. If a pet or non-service animal violation is detected, then the pet or non-service animal must be removed from the Premises immediately; a \$500 fine per violation will be assessed; and eviction could be imminent.

### 18. KEYS & LOCKS

- A. Tenant will not add, remove, switch, or change any locks. Tenant will be responsible for any damage resulting from landlord regaining access to a room violating this rule.
- B. Tenant is to lock the Premises every time when leaving Premises, except the last tenant on the last day of possession.
- C. In the event that tenant is locked out of the Premises because tenant's keys are not with them for any reason, then tenant should contact College Safe & Lock at 814-359-9986 for access to the Premises. Tenant will pay the amount College Safe & Lock charges for a door opening to College Safe & Lock.
- D. As a matter of procedure, landlord should be the last person you contact to get a door unlocked. Landlord is not always available to unlock a door. Landlord charges \$100 to unlock a door.
- E. In the event that tenant has lost his/her keys, then tenant should contact College Safe & Lock at 814-359-9986 in order to purchase a replacement set of keys. Tenant will pay the amount College Safe & Lock charges for replacement keys to College Safe & Lock.
- F. Tenant will not break doors, locks, windows, window screens, or walls in order to gain entrance to the Premises or any part of it.
- G. Tenant must return all keys in good working order on or before 5:00 p.m. on the last day of this lease by leaving the bedroom key in the bedroom door deadbolt lock with the entrance key ringed to the bedroom key.



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### 19. PARKING

- A. Tenant will not be entitled to any other off-street parking on the Premises other than the parking provided for in Section 2 of this lease.
- B. Tenant will not park on the grass.
- C. Tenant will park the way landlord informs them to park.
- D. Tenant will not put any motor vehicle or its parts inside the Premises.
- E. Any parked vehicle not permitted according to this Lease will be towed at the expense of the tenant and/or the owner of the vehicle.
- F. Landlord is not responsible for any towing cost; damage to any vehicle; removal of any snow beyond a basic snow removal; theft of any vehicle; fines issued; insurance on the parking lot or vehicle; or any costs related to the parking lot whatsoever.
- G. Any vehicle on this parking lot must be properly operated, registered, licenced, insured, and inspected at all times.
- H. Park at your own risk.
- I. At landlord's discretion, some of landlord's parking lots are automatically monitored by John Tennis Towing while others are manually monitored by landlord. Either way, John Tennis Towing does the towing at this property. In the event tenant's vehicle is towed, tenant should not contact landlord, but should contact John Tennis Towing at 814-237-9700.

#### **John Tennis Towing Automatic-Monitoring Parking Agreement:**

- J. John Tennis Towing monitors and tows our parking area 24 hours per day, 7 days per week.
- K. You will receive a permit which is to be displayed on your vehicle at all times while it is on our parking lot.
- L. If the permit is not hanging on the rearview mirror with the printed side of the tag visible through the front windshield while the car is in our parking lot, then you will be responsible for the towing.
- M. If your permit is found on the floor, or between the seats, then it is not considered visible and you will be responsible for all towing charges.
- N. If you change cars, it is your responsibility to make sure that you put the permit in the car that you are parking in the lot.
- O. If you lose your permit, then contact landlord via email. You will be responsible for the \$50.00 replacement charge and the original permit will be voided at that time.
- P. If the original permit is found in the lot at any time after that, the vehicle will be towed immediately and the charges will be at the vehicle owner's expense.
- Q. John Tennis Towing can be reached at 814-234-9700.
- R. Be polite when dealing with John Tennis Towing.
- S. Landlord is not responsible for any towing, vehicle issues, or parking lot issues.

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T. Landlord does not make any money from the towing of vehicles.

### 20. UTILITIES AND SERVICES

- A. Landlord agrees to pay for Borough water & sewer service to this Premises.
- B. Landlord agrees to pay for basic trash service to this Premises.
- C. At tenant's own expense, tenant may call the Refuse Pickup and Riff-Raff Service from the Borough of State College at 814-234-7135 in order to have large items disposed.
- D. Landlord agrees to be responsible for basic snow removal (Borough sidewalk and parking lot as much as vehicles are not in the way).
- E. Tenant agrees to shovel any snow on any exterior steps, any porches, or in the parking space around tenant's vehicle.
- F. Landlord agrees to be responsible for basic lawn mowing.
- G. Landlord agrees to pay for the electrical service from West Penn Power.
- H. Landlord agrees to pay for the natural gas service from Columbia Gas.
- I. Landlord agrees to pay for the heating of the Premises, providing the windows and doors are kept closed and that the air-conditioning is not operating.
- J. Landlord charges \$100 for every open window, open door, and operating air-conditioner while the heat is operating.
- K. Landlord charges \$100 for every open window, open door, and operating heater while the air-conditioning is operating.
- L. In the event that electrical power is lost, then tenant should contact landlord.
- M. Tenant is financially responsible for any pest control. Landlord can order pest control at Tenant's expense.
- N. Tenant may pay for cable internet and/or television services from either Comcast or Windstream. Tenant must get landlord's permission for holes to be drilled at the Premises.
- O. Tenant agrees that no dishes are allowed to be installed at the Premises.
- P. Tenant will be responsible for any additional utilities or services required or desired..

### 21. CARE OF LEASED PREMISES

- A. Tenant is responsible for, and will take good care of the leased Premises and all of the property in and around the leased Premises.
- B. No sanitary napkins, tampons, disposable diapers, cotton swabs, sweepings, rubbish, rags, paper towels, napkins, or any other improper articles will be thrown into the toilet or drains. Any damage resulting from misuse thereof will be the responsibility of tenant.
- C. If a toilet is clogged, then tenant should initially attempt plunging or auguring the toilet with tenant's toilet plunger or tenant's toilet auger for at least 5 minutes. If the toilet is still clogged, then tenant must email landlord where landlord can auger the toilet for \$100 when landlord becomes available.
- D. Tenant will not flush and overflow a toilet when it is clogged.

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- E. Tenant is responsible for any damage caused by water overflowing the toilet, tub, shower, or sink.
- F. If a toilet is continually running water beyond the normal flush, then tenant will contact landlord via email.
- G. If Premises is equipped with a food disposer in the kitchen sink and it becomes jammed, tenant must email landlord where landlord can repair the food disposer for \$100 when landlord becomes available.
- H. Tenant will promptly email landlord if any faucet is dripping.
- I. Tenant will promptly email landlord about any water leaks. If the water leak is severe and causing damage, then tenant will back-up the email with a phone call to landlord.
- J. Tenant will promptly email landlord about any drains which drain slowly.
- K. When it is below 70 degrees Fahrenheit outside or the source of heat is operating, tenant will keep all doors and windows closed until it is warmer outside the house than it is inside the house.
- L. Tenant will always keep the doors and windows closed when it is raining, snowing, or during any type of inclement weather.
- M. Tenant will only place 'concrete safe', non-salt materials on any concrete surfaces.
- N. Tenant will never use rock salt on concrete surfaces.
- O. Tenant agrees to always keep the Premises securely locked.
- P. Tenant will vacate the premises with all light bulbs in working order.
- Q. Tenant will constantly operate a dehumidifier in the basement.
- R. Tenant will either circulate adequate air through the bathrooms or operate a dehumidifier to avoid mildew and/or mold.
- S. Tenant is responsible for any mildew and/or mold abatement at this Premises.
- T. Tenant will only put vehicles, bicycles, landlord-approved grills, and landlord-approved outdoor furniture outside of the Premises. Landlord can decide the placement of these items.
- U. Tenant will not place a grill near siding, wood, vinyl, or any other flammable materials.
- V. Tenant will not have any object in the way of the grass being mowed.
- W. Landlord charges \$100 for each window screen that is damaged or missing.
- X. Tenant is responsible for promptly reporting any needed damage repair or needed maintenance via email.

### 22. CLEANING OF LEASED PREMISES

In order to avoid any pest infestations and to be in compliance with Health Code during the entire duration of the term of this lease, tenant will be responsible for keeping the Premises cleaned regularly as follows:

- A. Dishes will be washed, dried, and put away every day.
- B. The kitchen counters will be kept clean.
- C. The bathroom toilet, tub, shower, sink, and mirrors will be kept clean.

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- D. The indoor trash will be taken directly and immediately outside to the dumpster or trash can(s) before it overflows on the floor or before it begins to stink.
- E. Tenant will take the recycling bin(s) and trash can(s) to the appropriate place on the appropriate evening and will retrieve the empty recycling bin(s) and the empty trash can(s) on the appropriate day and return them to the appropriate place.
- F. The floors will be kept clean. Tenant will not flood the floors when mopping them.
- G. Tenant will provide floor entrance mats both inside and outside of all entrance doors so that people entering the house can wipe their feet.
- H. Tenant will have 75% of the area in each room with hardwood floors covered with both clean carpet anti-skid padding material and clean carpet to prevent damage to the hardwood floors.
- I. Tenant will never make a mess that they cannot clean up promptly.
- J. Landlord will notify tenant via email to clean the Premises per the lease when the Premises is in violation of this section of this lease.
- K. If tenant fails to clean the Premises per the lease, then landlord will have the Premises inspected by the Health Code Department.

### **23. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE**

- A. Tenant will report in writing via email to landlord any problems within twenty-four hours of taking possession of the Premises; Otherwise Premises will be considered undamaged.
- B. Tenant will report any maintenance issues, damage, or vandalism which occurs during their Lease term in specific detail immediately to landlord in writing via email.
- C. Tenant is responsible for all damages to the leased Premises and injury to people caused by tenant, tenant's guest, or otherwise.
- D. Tenant agrees that landlord is not responsible to tenant, or tenant's guests, or anyone else for damage or injury caused by water, snow, ice, or any other inclement weather condition that occurs at the Premises.

### **24. CHANGES TO PREMISES**

- A. Tenant will not make any structural changes to the Premises.
- B. Tenant will use a brad or tack shorter than ½ inch to hang any items on the wall in Tenant's room.
- C. Tenant will not make any holes in the ceiling or floor.
- D. Under no circumstances will any work be done to the Premises without landlord's prior consent.
- E. Under no circumstances will landlord permit any additional cables or wires to be attached to the outside of the Premises.
- F. Tenant will not use any nails, screws, or adhesives on the Premises.
- G. Tenant will not install shelving; paint; hang wallpaper; or alter in any way the features of the leased Premises.

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- H. Tenant will not install any radio or television reception devices such as an antenna or a satellite dish on the Premises.
- I. Tenant is responsible to pay for supplying and wiring any low-voltage electronic devices without damaging or changing the Premises. These devices could include: cable television, cable modem, cable router, and television booster. Any repairs or further installation to these systems is the responsibility of tenant.
- J. Tenant who desires to hang a television on a wall will need to have permission from landlord. Landlord charges \$50 for landlord to install a board on the wall which tenant can then attach a television bracket.

### 25. ACCESS BY LANDLORD AND OTHERS TO PREMISES

- A. Landlord will have the right to enter the Premises to make inspection; provide necessary services; perform routine maintenance; or show the Premises to prospective buyers, mortgagees, or prospective tenant with or without the tenant present.
- B. Landlord may inspect the Premises at any time.
- C. Landlord will likely thoroughly inspect the Premises at the following times: Prior to Move-In Day, Fall Break, Winter Break, Spring Break, After Graduation, and after Move-Out Day.
- D. Tenant waives any rights to keep landlord out of the Premises.
- E. Landlord will email tenant prior to entering the Premises unless, as provided by law, in the case of an emergency landlord may enter the Premises without notification and/or tenant's consent. Typically, landlord will email tenant the evening prior to landlord entering the Premises. It is both the responsibility and obligation of tenant to get his/her email address and phone number to landlord.
- F. Tenant agrees to give right of entry to any utility or maintenance contractor sent by landlord.
- G. Tenant will not allow any unsolicited State College Borough Official or any other unsolicited official in the Premises without landlord's consent unless that official has a legal and legitimate search warrant. Tenant should ascertain the name, official capacity, and badge number of any alleged unsolicited governmental official that comes to the property while denying them access to the Premises and immediately contacting landlord via email.

### 26. HAZARDS & FIRE SAFETY

- A. Tenant will not keep or have on the Premises any article that is dangerous (at the landlord's discretion), flammable, or explosive in character that might automatically increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company.
- B. Tenant will not have any candles, incense, oil, wood, or any other item on fire on the Premises with the exception of a landlord-approved outside grill that is either fueled by

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- propane or charcoal; that has a non-vented lid; and that is being safely operated by tenant.
- C. Tenant will not have any open fires or fires on the grass, gravel, or parking area.
  - D. Tenant is responsible for operating an outside grill in a safe manner. If any damage is created by using such a grill, then tenant is responsible. This includes melted vinyl siding or vinyl soffit and warped aluminum siding or warped aluminum soffit.
  - E. Tenant will never utilize the fireplace on the Premises.
  - F. Tenant will not have any type of gun on the Premises including anything from a BB Gun to a firearm.
  - G. Tenant will become familiar with and observe all security regulations, fire escape evacuation routes, and all fire exits.
  - H. Tenant will properly and safely dispose of cigarette butts in a non-littering fashion.
  - I. Tenant will not needlessly discharge any fire extinguisher.
  - J. If the interconnected smoke detectors sound, then tenant may press the hush button; however, tenant must find the source that caused the smoke detector to sound and remedy the problem that is causing the smoke.
  - K. If the smoke detector is making a chirping sound, the tenant will immediately and properly install new batteries.
  - L. Tenant is responsible for not allowing the smoke detector to be disabled in any way.
  - M. Kerosene burners of any type or auxiliary heaters of any type, including any electric type, are prohibited.
  - N. Trout Housing hereby certifies to tenant at this Premises that all fire extinguishers and smoke alarms are in working condition and the fire extinguisher has been inspected within the last year and is in a ready condition at the beginning of the lease term.
  - O. In accordance with provisions of the municipal ordinance, Trout Housing hereby informs tenant that it is the responsibility of tenant to keep the smoke alarms in working condition and to promptly notify landlord via email when any fire extinguisher has been discharged.
  - P. Any deficiencies in the smoke detectors or fire extinguishers has to be reported to landlord immediately via email.

### 27. SUBLETTING

- A. Tenant may sublet the Premises providing landlord first approves the completed application from the sublessee; And both the sublessor and sublessee complete the sublet form provided by landlord.
- B. The sublessor is still responsible for paying the lease payment to landlord.
- C. The sublessor is responsible for collecting the lease payment from the sublessee.
- D. The sublessor on the lease is still financially responsible to landlord until the completion of the lease agreement.
- E. Sublessee must comply with the entire lease or leave the Premises immediately.
- F. There is no charge to tenant for the process of subletting.

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- G. No money is ever refunded by landlord to anyone.
- H. Sublessor is responsible for finding sublessee that is suitable for landlord to approve as the sublessee.
- I. If sublessor pays the rent late, then landlord can demand acceleration of group rent and have all of the group rent for the entire lease term paid immediately.
- J. Sublessor must remove all of their possessions from the Premises, or give those possessions to sublessee.
- K. Landlord collects the rent from sublessor.
- L. Landlord is not responsible for any money sublessee and sublessor might owe each other.
- M. With subletting, sublessor is temporarily or permanently forgoing possession of the Premises while retaining responsibility for this lease.

### 28. NOVATION

- A. Tenant is never guaranteed the process of novation.
- B. If a tenant wants out of this Lease, then tenant is responsible for finding an acceptable replacement tenant for landlord to put into this lease.
- C. There is a novation fee of \$1,000 per tenant.
- D. The novation fee of \$1,000 paid to landlord will not be applied towards rent.
- E. The novation fee of \$1,000 will be paid immediately to landlord by the tenant getting out of this lease for replacing himself/herself with another tenant getting into this Lease.
- F. The new tenant will pay the remainder of the unpaid group lease payments to landlord.
- G. Novation always requires the landlord's written authorization.
- H. The new tenant will be required to provide a completed application and a parental guarantee. Furthermore, the new tenant will be required to sign the lease.
- I. The original tenant will be required to sign a Lease nullification paper with landlord.
- J. Landlord does not have to let any tenant out of this lease.
- K. With novation, the original tenant is permanently relinquishing possession of the Premises and responsibility for this lease to the new tenant.

### 29. THE BOROUGH OF STATE COLLEGE PROPERTY POINTS SYSTEM

The Borough of State College holds properties accountable for the tenant's actions. For the purposes of this lease both pending and assigned points will be considered received points.

Properties receive one point per infraction for litter violations, trash can and recycling container violations, etc.

Properties receive two points per infraction for misdemeanor violations such as noise violations, disturbances, etc.

Properties receive three points per infraction for felony violations such as possession of drugs, drug dealing, rape, felony assault, etc.

Property points can be "pending" before they are "assigned". This lease treats all points,

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both pending and assigned, as the same.

- A. Tenant will be aware of and responsible for the Borough of State College Property Points System which holds properties accountable for tenant's behaviors and actions.
- B. Tenant will meet with landlord to discuss any point received and how to prevent further point accrual.
- C. Since tenant is responsible for any refuse or litter violations, tenant must keep the Premises cleaned at all times - both inside and outside. It is irrelevant how trash gets onto the Premises or who put the trash onto the Premises; Tenant is solely responsible for trash to never be allowed to stay on Premises. That being said, if Landlord gathers the trash or has it gathered, then Landlord bills tenant a \$100 fee per occurrence for having the trash gathered from the Premises. Maintenance provided by landlord does not include gathering litter, trash, and recycling.
- D. Tenant is responsible for any noise violations; therefore, tenant should keep the noise down to acceptable levels, according to Landlord and the Borough authorities. No one should be able to hear tenant voices, music, or noises beyond the Premises.
- E. Tenant is responsible for any points received at Premises.
- F. Tenant will not over-occupy Premises. Zoning and/or Code regulates the occupancy of Premises. Landlord does not ever allow tenant to over-occupy the Premises.
- G. Tenant agrees to immediately notify landlord via email of any verbal warnings, written warnings, or points received from the Borough of State College.
- H. Landlord will give a warning for the first point received against the Premises.
- I. Landlord will fine tenant \$500 and there will be no more parties at Premises for the duration of the lease term for the second point received against the Premises.
- J. Landlord will fine tenant \$1,000 for each and every point received against the Premises from the third point onward.
- K. In addition to levying a fine, landlord will also evict tenant for the fourth point received against the Premises. At the time of eviction, acceleration of rents occurs and tenant immediately owes all of the rent for the entire lease term to landlord.
- L. Landlord will charge tenant for any and all legal fees associated with receiving points against the Premises.
- M. Landlord will double any unpaid fine that landlord ends up paying to the Borough of State College.
- N. Tenant is responsible to reimburse landlord for any loss of rent or potential rent due to an occupancy permit suspension caused by an excess of points, caused by an over-occupancy zoning violation, or caused by adverse tenant behaviors.

### 30. VIOLATION OF THIS LEASE & EVICTION

- A. Violations of this Lease that are not remedied to landlord's satisfaction will insure tenant eviction; Therefore, this Lease should be adhered to completely and fully.
- B. Landlord has acceleration of rent payments in the event that tenant permanently leaves



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- Premises for any reason, including eviction.
- C. Upon an eviction, with acceleration of rent payments, landlord will immediately receive all of the group rent payments for the entire lease while tenant immediately loses all possession of Premises.
  - D. Tenant is jointly and severally responsible for any and all damages to the Premises, rent payments, fees, fines, points, and expenses.
  - E. Tenant agrees that landlord will receive all attorney fees as part of a court judgement in a lawsuit against tenant and tenant's Parental Co-signers for violations of the agreements of this Lease.
  - F. If evicted, tenant will move out on or before the date cited on the notice to quit which will be prior to the end of this Lease.
  - G. Tenant will be evicted with fifteen days of written notice when served by landlord or posted conspicuously on the Premises between April 1<sup>st</sup> to August 31<sup>st</sup>.
  - H. Tenant will be evicted within thirty days of written notice when served by landlord or posted conspicuously between September 1<sup>st</sup> to March 31<sup>st</sup>.

### 31. GOVERNMENTAL POWER OF EMINENT DOMAIN

- A. Eminent Domain is the legal name for the right of a government such as the state, county, or city to take private property. The government must pay fair compensation to anyone who has any right in the property that is taken by the government. If all or any part of the leased Premises is taken by eminent domain, this lease will end automatically. Landlord and tenant agree to release each other from any responsibility because leased premises is taken by eminent domain and the lease has ended.

### 32. SEVERABILITY

- A. If any portion of this Lease will be held invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
- B. If a court finds that any provision of this Lease is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, constructed, and enforced as so limited.

### 33. EMERGENCY CONTACT INFORMATION

- A. In case of any life threatening emergency - call 911.
- B. In case of fire - get out of the Premises and call 911.
- C. If you need to contact landlord with any emergency, then immediately call (814) 237-2573 and leave a clear, concise message containing:
  - Your name
  - The property address
  - The phone number at which to be contacted
  - The time and date

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- The nature of the emergency
- D. The only time tenant should call landlord is in an emergency.
- E. All non-emergency communication with landlord should be via email.
- F. Tenant should report all non-emergency situations regarding the Premises to landlord via email.

**34. ENTIRE LEASE AGREEMENT**

- A. This joint and several lease agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written.

	Signature	Date
Bedroom #1		
Bedroom #2		

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