

DUCA BROTHERS DEVELOPMENT LLC LEASE AGREEMENT

School Year 2015-2016

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT between the **LANDLORD**, **TENANT** and their **GUARANTOR** and SHOULD READ THIS LEASE CAREFULLY.

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. THE TENANT SHOULD NOT SIGN THIS LEASE UNTIL; TENANT UNDERSTANDS **ALL OF THE AGREEMENTS** IN THIS LEASE.

This Rental Property is SMOKE FREE and PET FREE

1. NAMES OF LANDLORD AND TENANT

Landlord: Duca Brothers Development LLC

Tenant:	Email:	Cell #
Home Address	City/State	Zip
1 st Guarantor:	Email:	Cell #
Address:	City/State:	Zip:
2 nd Guarantor:	Email:	Cell #
Address:	City/State	Zip:

2. LEASED PREMISES

The **leased premises** is the place that **landlord** agrees to lease to **tenant**.

The leased premise address is **California, PA 15419**

STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on: **August 7, 2015**

This lease ends on: **May 21, 2016**

3. RENT: The amount of rent for the entire term of the lease is: \$_____ (See page 6)

*If by the semester **student loans only**; Tenant agrees to pay **First** and **Last** Month's Rent, and **Utilities** prior to August 7, 2015 and Security Deposit.*

August 7th 2015 Rent and Utilities Due.

Utilities for Semester Include garbage, water, sewer, wireless internet, cable TV.

Security Deposit is \$ 500.00. Balance due upon signing of this lease.

Tenant agrees to pay the balance of **Fall Semester by **October 10, 2015** and **Spring Semester** Rent by **January 30, 2016****

(If Non-Pennsylvania Resident All Rent must be paid in full 2 weeks prior to move in.)

Electric must be in the **Name of One Tenant**, **1 week prior to move in** and copy of confirmation emailed to info@ducabros.com. **West Penn Power 800-255-3443**

Meter # _____ **Location** _____

Electric Bill divided by roommates monthly.

Tenant must notify Landlord immediately **if power is turned off**. **Tenant is responsible for any damages of property and appliances, due to power being turned off, especially in winter months.**

Security deposit to be held in an escrow account at 1st Summit Bank, Johnstown PA.15904

Landlord may take the security deposit if **tenant does not fulfill any of the obligations of this lease**, including not living at the described premises, or terminating this lease before the ending date **Tenant** agrees to pay the security deposit to **landlord** before the lease starts and **before landlord gives possession of the leased premises to tenant.**

Landlord can take money from the security deposit to pay for any damages caused by **tenant**, **tenant's** family and/or **tenant's** guests. . If immediate damages to property exceed security deposit held, amount of damages will be billed that same month and paid in full or eviction of premises along with all monies due for lease term will be kept or collected by landlord, including any legal fees incurred by landlord. **Landlord** may take the security deposit to pay for any unpaid rent.

Landlord may require an additional \$500.00 security deposit in the event that tenant violates the lease. In this event, if the **landlord** chooses to waive his right to evict, **landlord** may exercise this option to require an additional security deposit. If another violation occurs, all deposits will be forfeited and eviction will be pursued.

After taking out for damages, additional fees, unpaid rent or utilities, **landlord** agrees to send **tenant** any remaining security deposit money. **Landlord** will send the remaining security deposit money and/or the status of the security deposit money to **tenant** no later than 45 days after the lease ends and **tenant** leaves. **Landlord** also agrees to send to **tenant** a written list of damages and amounts of money taken from the security deposit.

Tenant may not use the security deposit as payment of the last month's rent.

4. LANDLORD'S DUTY AT THE START OF THE LEASE

Landlord agrees to give **tenant** possession of the leased premises on the starting date of lease.

IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION OF THE LEASES PREMISES TO TENANT.

5. DAMAGE TO LEASED PREMISES

Tenant agrees to notify **landlord** immediately if the leased premises is damaged by fire or any other

cause. **Tenant** agrees to notify **landlord** if there is any condition in the leased premises that could damage the leased premises or harm **tenant** or others. If **tenant** cannot live in the whole leased premises because it is damaged or destroyed, **tenant** may:

1. Live in the undamaged part of the leased premises and pay less rent until the leased premise is repaired.

OR

2. End the lease and leave the leased premises.

Smoke Alarm/Sprinkler System: It is in violation of this lease to remove smoke alarms or batteries for purpose of rendering smoke alarms in-operable. Tenants will be responsible for any and all damages and or injury that may occur from misuse of smoke alarms, sprinkler system, or fire extinguishers.

Tenant agrees that if the leased premises is damaged or destroyed and **tenant** ends the lease, **landlord** has no further responsibility to **tenant**.

6. INSURANCE

Landlord agrees to have insurance on the building where the leased premises is located. **Tenant's** own property is *not* insured by **landlord's** insurance. **Tenant** is responsible for **tenant's** own property that is located in the leased premises. (Renters insurance is suggested)

7. ASSIGNMENTS OR SUBLEASES BY TENANT

ASSIGNMENT (OR ASSIGN) is the legal term for a transfer of the lease from the tenant to another person. This other person then becomes the landlord's new tenant and takes over the lease. A *sublease* is a separate lease between the tenant and another person who leases all or part of the leased premises from the tenant.

Tenant agrees not to lease (*sublease*) all or any part of the lease premises to anyone else **without the written consent of landlord**. **Tenant** agrees that if **tenant** transfers this lease (*assigns*) or leases all or part of the leased premises to another (*sublease*), **tenant** has violated this lease.

Tenant agrees that even if tenant moves out before the ending date of this lease, tenant is still responsible for all financial obligations to the ending date of this lease.

Tenant agrees that **landlord** is not responsible to **tenant**, **tenant's** family or guests for damage or injury caused by water, snow or ice that comes on the leased premises.

Basements or garages are not considered part of the leased premises unless in lease.

8. USE OF LEASED PREMISES

Tenant agrees to use the leased premises only as a residence. **Tenant** agrees to obey all Federal, State and Local Laws and regulations when using the leased premises.

Tenant agrees not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises.

Tenant agrees not to do any activities in or around the leased premises which could harm anyone or damage any property.

Tenant agrees that the **tenant** will not allow more than ___1___ person to occupy the leased premises without the written permission of **landlord**. California Borough will assess a \$500.00 fine if more than the before-mentioned occupancy is exceeded. **The number of beds on the premises**

can only be equal to the number of tenants as registered with the borough.

- 9. RULES AND REGULATIONS** Tenant agrees to obey all rules and regulations for the leased premises. If tenant violates any rules or regulations for the leased premises, tenant violates this lease.

Tenant agrees to provide landlord with contact information application including phone number(s), e-mail addresses and references etc. If any of this information changes during the term of the lease, changes must be reported to landlord's email info@ducabros.com

**10. LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES
(SUBORDINATION)**

Subordinate and subordination are legal terms that mean that this lease does not have any effect upon the rights of the landlord's mortgage company. In other words, tenant's rights under this lease are **subordinate** to landlord's mortgage company. If landlord does not make the mortgage payments, the mortgage company may have the right to end the landlord's ownership of the leased premises. If the mortgage company sells the leased premises at a mortgage foreclosure sale, the lease *may* end.

If landlord has a mortgage on the leased premises now, or if landlord gets a mortgage in the future, tenant agrees that this lease is **subordinate** to the landlord's mortgage.

11. CARE OF LEASED PREMISES

1. Tenant is responsible for, and will take good care of the leased premises and all of the property in and around the leased premises furniture and fixtures. Tenant agrees to pay for any damage caused by tenant, tenant's family and tenant's guests.
 - a. The Landlord may request immediate payment of any damage that occurs during the lease term. These fees will not be deducted from the security deposit at the end of the lease term. Failure to pay these fees within 10 days will result in a violation of the lease.
2. 2 overnight guests are permissible without permission from the landlord.
3. Landlord will supply garbage cans per apartment or dumpster usage. Tenants must use suitable garbage bags before garbage is placed in cans.
4. Tenant agrees that all buildings with common entrances **must keep main entrance door shut and locked at all times including garage doors.**
5. Tenant agrees to turn over possession of the leased premises to landlord when the lease ends.

A \$65.00 Fee will be assessed to anyone not returning their key or garage remote opener at move out. Funds will be deducted from Security Deposit.

RULES AND REGULATIONS

Duca Bros Dev. LLC Rental Properties

1. Tenants shall respect the rights of other residents and neighbors and shall not unreasonably disturb them. Tenants shall **avoid excessive noise especially after 10:00 PM**, including the playing of electronic devices, stereos, televisions, and music.
2. Tenants shall comply with state laws and regulations regarding the consumption of alcoholic beverages, including those defining legal drinking age. No alcoholic beverages shall be

consumed in public areas outside the leased premises, including hallways, porches and lawns. **No keg or party-balls or other parties are permitted and shall be cause for termination of the lease agreement and forfeiture of all money paid.** We will periodically check apartments for lease violations.

3. Monthly inspections of premises at the discretion of the landlord with no notice required.
4. Tenants shall not park motor vehicles on lawns, sidewalks, or in a manner to block garbage removal or garages, and shall comply with state and local traffic laws and ordinances.
5. Tenants shall maintain the leased premises in a clean and orderly manner. Tenants shall sweep sidewalks, porches, hall and steps and remove debris from walks and lawns from litter.
6. Tenants shall be responsible for the removal of snow and ice from the access to their apartment including sidewalks, porches and steps. Not parking areas.
7. Tenants shall **properly bag and secure garbage and place it in the area designated for weekly collection.** Tenants shall keep the collection area, to include porches and common areas, free from litter and debris. Borough ordinance requires all garbage to be in plastic bags and to be placed in garbage cans or dumpsters.
8. **Garbage pickup for your apartment will be Friday morning; 8:00 AM- garbage should be placed in the container and placed at the curb or dumpster Thursday night. (Time & day subject to change)**
9. **No animals shall be kept in or about the leased premises. NO PETS.**
10. No waterbeds are permitted in the leased premises.
11. Tenants shall not make holes in the walls with nails, tacks, or other devices.
12. Tenants shall not paint the interior of the leased premises or alter its fixtures or appliances.
13. Tenants are responsible for their own mail over academic breaks and holidays. Tenants shall notify post office of forwarding address upon termination of lease.
14. Tenants are not permitted to change the locks to their apartment or to make any additional keys
15. Upon terminations of the lease agreement, tenants shall return all keys to the office of the landlord. A charge of \$25.00 per day will be assessed.
16. **Only tenants** may use the laundry facilities. Water use is monitored and billed for overage.
17. Any clogging repair or damage done to plumbing due to carelessness or personal hygiene products, hair, or food particles, etc. shall be the responsibility of the tenant. A MINIMUM of \$35.00 will be charged to call a plumber. There will be additional charges if an electric eel is required. **Tenants are responsible for the cost to repair flushing of foreign objects.**
18. There will be a LOCK OUT FEE OF \$25.00. (Before 8 AM & after 6 PM , Weekends and Holidays)
19. Tenants are not permitted on roof tops for sun-bathing or any other activities.
20. Grills and bicycles are not permitted inside apartment. Must keep in garage.
21. NOTICE: THERE WILL BE A \$35.00 FEE FOR ALL RETURNED CHECKS! All future payments must be in cash, money order or certified funds after receiving a check that is returned for nonpayment. Only standard window covering are permitted- drapes, curtains, blinds etc. are permitted. FLAGS, TOWELS, SHEETS ARE NOT PERMITTED TO BE HUNG AT WINDOWS.

A cleaning fee of \$150.00 will be assessed if apartment and appliances are not clean prior to move out and will deducted from security deposit. Cleaning must be comparable to move in condition. Apartment final inspections will begin 3 weeks prior to lease end, in order for students to have the opportunity to resolve Issues of cleaning, and damage to property resolved before losing funds

PLEASE CHECK ONE OF THE FOLLOWING METHODS OF PAYMENT:

- Option 1-** Pay in Full \$ 6600.00 prior to move in (posted internet price)
Includes Utilities for 10 Months (except electric). (No Guarantor Required)

- Option 2-** Pay \$ 3410.00 prior to move in: 5 month pay plan of \$ 682.00
Includes Utilities for 10 Months (except electric). (Includes \$ 20.00 per month
administrative fee.)

- Option 3-** Pay with Student Loan Funds: \$ 1500.00 prior to move in
Includes Utilities for 10 months (except electric), then Pay \$ 3000.00 by
October 10, 2015, then Pay \$ 2320.00 by January 30, 2016. (Includes \$20.00
per month administrative fee.)

Credit Cards/Debit Cards accepted for Rent Only with a 1% processing fee.
(Sorry No AMEX)

Monthly Payments *Must qualify for ACH payments and will be withdrawn by the 5th of each Month or **Credit Card on File**. A processing fee of \$20.00 will be added to the rent amount each month.*

Initial ____

Tenant _____ Date _____ Phone _____

Address _____ City _____ State _____ Zip _____

Tenant Signature _____

Notary Seal:

Guarantor 1 _____ Date _____ Phone _____

Address _____ City _____ State _____ Zip _____

Guarantor Signature _____

Notary Seal:

Optional : Guarantor 2 _____ Date _____ Phone _____

Address _____ City _____ State _____ Zip _____

Guarantor Signature _____

Notary Seal:

If all Rent, Utilities, and Security Deposit are Paid In Full at Move In, No Guarantor is Needed

Duca Brothers Development L.L.C. by _____

Rent Manager

Date Approved and Signed _____

Lease must be returned via US Mail to: Duca Bros Development, c/o Frank Duca, 1622 Menoher Blvd. Johnstown , PA 15905 by December 30, 2013.