

## Lease Agreement

THIS LEASE is made July 1, 2012 between **Pastore Brothers TIC**, a Pennsylvania Partnership (referred to in this Agreement as "Landlord"), and \_\_\_\_\_ (all of whom are referred to in this Agreement as "Tenant"). By this Agreement, Landlord leases to Tenant, and Tenant lets from Landlord, the premises known as:

\_\_\_ Young Rd. #\_\_\_

in Millcreek Township, Erie County, Pennsylvania ("premises"). The premises are let for the term of one year, beginning on \_\_\_\_\_ and ending on the last day of \_\_\_\_\_ at the rent of \$0.00 per year, payable in monthly installments of **\$0.00** each on the first day of each month in advance. This lease is based on the following conditions, covenants, and agreements:

### 1. Rent

1.1 Tenant agrees to pay to Landlord the monthly rent set forth above on the first day of each month, in advance, at 2315 West Grandview Boulevard, Erie, PA 16506, or at any other place that Landlord may from time to time request. If rent is mailed, the postmark date will determine the date of payment. If all or any part of the rent due is not paid on or before the fifth day of the month, Tenant further agrees to pay a late payment charge of \$20, plus 2 percent (2%) per month, compounded daily, of the amount of rent in default beginning on the sixth day of each month and continuing until all rent and late charges due are paid in full. If any check from Tenant to Landlord is returned to Landlord for insufficient funds or for any other reason, Tenant further agrees to pay a returned check charge of \$20. If any check from Tenant to Landlord is returned for insufficient funds or any other reason, late charges will continue to accrue until rent is actually received by Landlord. If two checks from Tenant to Landlord are returned to Landlord for nonpayment, all future payments must be in cash or by certified check.

### 2. Security Deposit

2.1 Tenant agrees to pay a security deposit of **\$0.00** at the time of signing this lease. The security deposit will be held by Landlord as security for the payment of all rent and other amounts due from Tenant to Landlord, for the Tenant's performance of this lease, and against any damages caused to the premises or any other part of Landlord's property by Tenant and Tenant's family and guests. **Tenant understands and agrees that the security deposit may not be applied as rent or against any other amount due from Tenant to Landlord, and that the monthly rent will be paid each month, including the last month of the lease term.** Within 30 days following termination of this lease, Landlord will return to Tenant the security deposit, less any deductions for amounts owed by Tenant to Landlord, by one check payable to all persons signing this lease, mailed to a forwarding address that must be furnished by Tenant in writing before termination of this lease. If Tenant fails to furnish to Landlord a forwarding address in writing on or before the termination of this lease, Landlord may (but is not required to) forward the balance of the security deposit, if any, to Tenant's last known address.

2.2 During the term of this lease, Landlord may, at its option, use all or any part of the security deposit to remedy any default or violation of this lease by Tenant. If, during the term of this lease, any portion of Tenant's security deposit is used by Landlord to remedy any default or violation of this lease by Tenant, Tenant will, within 10 days after written demand by Landlord, deposit additional monies with Landlord in an amount sufficient to cause the amount of the security deposit monies then on deposit with Landlord to be equal to the original amount of the security deposit set forth above. If Tenant fails to make timely payment sufficient to fully replenish the security deposit, Tenant shall be in default under this Lease and Landlord shall have the same remedies as if Tenant had failed to pay rent when due.

### 3. Inspection of Premises

3.1 Within seven days of the date Landlord first gives Tenant the keys to the premises, Tenant shall prepare a list of any damages noted in the apartment and send that written list to the office of Landlord. Tenant will be held responsible for any damages not recorded on the list timely sent to Landlord.

### 4. Termination by Landlord

4.1 Landlord may terminate this lease without cause by giving 30 days prior written notice to Tenant, but no termination by Landlord without cause may take effect during the initial one-year term of this lease.

### 5. Premature Termination by Tenant

5.1 Tenant may terminate this lease without cause prior to its expiration date only by giving written notice to Landlord at least 30 days in advance of the premature termination date proposed by Tenant and only if Tenant is in full compliance with all of Tenant's obligations under this lease.

5.2 If Tenant prematurely terminates this lease during the initial one-year term of this lease, Tenant must also pay to Landlord, at the time notice of termination is given, liquidated damages for premature termination in the amount of two months' rent. If Tenant prematurely terminates this lease during any subsequent term of this lease, Tenant must also pay to Landlord, at the time notice of termination is given, liquidated damages for premature termination in the amount of one month's rent.

### 6. Hold Over by Tenant

6.1 If Tenant should hold over beyond the expiration of this lease, and Landlord accepts any rent payment for any part of the hold-over period, then the hold-over, and each successive hold-over, shall be for the same period of time as the initial term of this lease. Subject to paragraph 6.2 below, each and all of the provisions of this lease shall apply to and be considered a part of the first and any subsequent hold-over terms. Landlord and Tenant agree that, in the absence of a new written agreement of lease, no prior or subsequent verbal agreement to vary this provision shall be enforceable.

6.2 If Tenant shall hold over beyond the expiration of this lease after Landlord has made an offer in writing to renew this lease for an increased amount of rent, or under different terms and conditions, and if Tenant pays, and Landlord accepts, any rental for any part of the hold-over period, then this shall be considered an acceptance of Landlord's offer, and effective upon the date of renewal the terms of this lease shall be modified in accordance with all of the terms of Landlord's offer.

### 7. Use of Leased Premises

7.1 Tenant agrees to use the premises only as the personal residence of Tenant and Tenant's children. Tenant shall not allow any other person to occupy the premises without Landlord's written permission.

7.2 Tenant agrees not to alter or make additions to the premises, including, but not limited to, painting, rebuilding or removing any part of the premise, or its fixtures or appliances, without Landlord's prior written consent. Tenant agrees not to do or to permit any act or practice that injures the building containing the premises or any other property owned or furnished by Landlord.

7.3 Tenant agrees that Tenant will not do or permit any act or practice in or around the premises that violates any law, ordinance, or regulation; or which increases the Landlord's insurance rate for the premises or the building containing the premises. Tenant also agrees not to do or to permit any act or practice that annoys, obstructs or interferes with the rights and peaceful enjoyment and occupancy of other residents of the apartment complex or the neighbors of the apartment complex.

7.4 **Tenant understands and agrees that no dogs, cats or other animals are permitted on the premises for any reason.** Fish aquariums and birds in a cage are the only permitted pets.

7.5 **Tenant understands and agrees that no gas grills or charcoal grills are permitted on any wooden decks per Millcreek Township Fire Prevention Code, Ordinance No. 92-6.**

7.6 Tenant understands and agrees that junk vehicles, disabled vehicles, or vehicles without a current registration or inspection sticker shall not be permitted on the premises, or on any parking area provided for the premises, or on any other property of Landlord.

7.7 Tenant agrees to keep the premises and its appliances and equipment clean and free from rubbish or trash at all times, and to shampoo any carpeting on the premises periodically as needed. If Landlord is required to pay for any cleaning or hauling of trash, the cost will be charged to Tenant as additional rent, and shall be collectible as such.

7.8 **Tenant agrees to remove all snow and ice from the steps and sidewalks adjoining the premises.** If the premises are located in the apartments at 42nd Street and Greengarden Boulevard, then Tenant also agrees to remove all snow and ice from the parking spaces for their apartment unit. If Landlord is required to pay for any removal of snow or ice, the cost will be charged to Tenant as additional rent, and shall be collectible as such.

7.9 Tenant shall furnish and replace as needed all fuses, light bulbs, fluorescent light tubes, and all other such consumable items and supplies used in the premises during the term of this lease.

### 8. Utilities

8.1 Tenant understands that the equipment for utilities to serve the premises is installed in the premises. Tenant agrees that the cost of all utilities, including electricity, gas (if available), telephone and cable television, will be paid by Tenant to the person or persons providing those utilities. Water, sewer and trash charges are paid by the Landlord.

8.2 Tenant agrees that Landlord will have the right to stop temporarily the service of any utility serving the premises (1) if an accident affects service, or (2) to facilitate repairs or alterations made in the premises or elsewhere on Landlord's property.

### 9. Care of Apartment

9.1 Tenant agrees to use due care in the use of the premises, its appliances, and all other parts of Landlord's property. Tenant agrees to give notice to Landlord of the need for repair to the premises. Tenant agrees to pay for all repairs to the premises, its contents, and to all other parts of Landlord's property necessitated by any lack of care on the part of Tenant, members of Tenant's family, or Tenant's visitors.

9.2 Upon vacating the premises, appliances must be left clean, carpets should be shampooed, and the apartment should be left in the same condition as upon move-in, normal use and wear only excepted. If painting is required and Tenant has been in possession of the premises for less than three years, then a pro-rated share of the cost to paint the premises will be charged to Tenant.

### 10. No Liability of Landlord

10.1 Tenant agrees that Landlord will not be liable for property damage or personal injury occurring in or on the premises or elsewhere on Landlord's property unless the damage or injury results solely from Landlord's negligence.

### 11. Fire or Casualty Damage

11.1 If the premises are damaged by fire or other casualty, Landlord will repair the damage within a reasonable time, and rent will continue unless the casualty renders the premises untenantable, in which case this lease will terminate and Tenant, upon payment of all rent to the date the premises are surrendered, will not be liable for any further rent. If only a portion of the premises is rendered untenantable, Tenant may, with the mutual agreement of Landlord, choose to continue in possession and Tenant will be entitled to a pro rata reduction in the amount of rent. Tenant's election to proceed under this alternative will not be a waiver of Tenant's right to terminate the lease if repairs are not made within a reasonable time. If damages to the property of Landlord are caused or created willfully or by the carelessness or neglect of Tenant or Tenant's guests, then Tenant agrees to reimburse Landlord to the full extent of those damages, and those damages are payable to Landlord as additional rent. Landlord shall not be liable for any claims arising from damage by water from plumbing, heating equipment, drains, snow, flood, sewer or drain overflow or backup. Tenant will be held responsible for damages resulting from dampness caused by open windows or patio doors. **Tenant is strongly urged to purchase complete renter's liability insurance.**

### 12. Right of Entry

12.1 Landlord, or any person authorized by Landlord, has the right to enter the premises at reasonable times to inspect, to make repairs or alterations as needed, to enforce this lease, and, after notice of termination is given, to show the premises to prospective tenants.

### 13. Use of Exterior and Common Facilities

13.1 This lease confers no rights on Tenant to use for any purpose any of the property of Landlord other than the interior of the premises leased, except the walks and roadways giving access to the premises and other areas, if any, that Landlord may from time to time designate for the use of tenants. The use of areas designated by Landlord will be subject to the rules and regulations established by Landlord. Landlord expressly reserves the right to alter or remove, at any time, any common facility in the apartment complex, including but not limited to any swimming pool or basketball court.

### 14. Remedies for Default

14.1 IF TENANT FAILS TO MEET LEASE OBLIGATIONS, THE FOLLOWING PENALTIES MAY APPLY. If Tenant fails to pay rent, or any other sum, to Landlord when due, or defaults in any other provisions of this lease, or removes or attempts to remove tenant's possessions from the premises before paying to Landlord all rent due to the end of the lease term, Landlord, in addition to all other remedies provided by law, may:

- (a) Discontinue any service provided by Landlord;
- (b) Terminate this lease;
- (c) Retain the entire amount of the security deposit plus accrued interest, if any;
- (d) Bring an action to recover possession of the premises;
- (e) Bring an action to recover the whole balance of the rent and other charges due under this lease, of whatever kind and nature, together with any and all

consequential damages caused by Tenant's default, including but not limited to, all reasonable attorney's fees and court costs.

14.2 Tenant specifically understands and agrees that if Landlord brings any legal action to enforce any term or provision of this lease or to collect any sum due to Landlord from Tenant under this lease, and if Landlord is successful in whole or in part in any such legal action brought against Tenant, then Tenant shall also be liable for all reasonable attorney's fees and all reasonable costs and expenses incurred by Landlord in bringing such legal action against Tenant.

**15. Waiver of Notice to Quit**

15.1 Tenant expressly agrees to waive the requirement of any notice to quit or notice to remove. Tenant agrees that Tenant shall vacate the premises at the termination of this lease for any reason and that Landlord is entitled to possession of the premises upon the termination of this lease without the need to provide to Tenant any notice to quit or notice to remove.

**16. Regulations**

16.1 TENANT AGREES TO COMPLY WITH, AND TO PROCURE COMPLIANCE FROM ALL OF TENANT'S FAMILY AND GUESTS WITH, THE RESIDENCY GUIDELINES ATTACHED TO THIS LEASE.

**17. Disclosure of Information on Lead-Based Paint**

17.1 **Lead Warning Statement.** Some of the rental units offered by Landlord have been built before 1978. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose a health hazard if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

17.2 **Landlord's Disclosure.** Landlord has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in any of its rental units. Landlord has no reports, records or other information pertaining to lead-based paint and/or lead-based paint hazards in any of its rental units.

17.3 **Tenant's Acknowledgement.** Tenant acknowledges that Tenant has read the Lead Warning Statement in paragraph 17.1, and if Tenant is leasing an

apartment which was constructed before 1978, Tenant acknowledges that Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

17.4 **Certification of Accuracy.** By signing this Lease Agreement, the parties certify, to the best of their knowledge, that the information and representations made in this paragraph 17 are true and accurate.

**18. No Subleasing or Assignment by Tenant**

18.1 Tenant agrees not to assign this lease or sublet the premises.

**19. Subordination**

19.1 This lease is subject and subordinate to the lien of all mortgages now or at any time hereafter placed on any part of Landlord's property that includes the premises, to extensions or renewals of the premises, and to all advances now or hereafter made on the security of the premises. Tenant agrees to execute any further instruments requested by Landlord evidencing this subordination, and if Tenant fails to do so, Landlord may do so in the name of Tenant.

**20. Severability**

20.1 If any part of this lease is construed as unenforceable, the remaining parts of this lease will be in full force and effect as though any unenforceable part or parts were not written into this lease.

**21. Joint and Several Tenancy**

21.1 The term "Tenant" used in this lease refers collectively to all persons named above and signing this lease as Tenant, and the liability of each such person will be joint and several. Accordingly, liability will be imposed to the same extent and in the same manner on each person, although only one person may be at fault, with each person liable separately for the entire amount of any judgment. Notice given by Landlord to any person named as Tenant, or by any such person to Landlord, will bind all persons signing this lease as Tenant.

**22. Entire Agreement**

22.1 This lease represents the final and complete agreement between Landlord and Tenant. Any oral or written promise or representations made by either party prior to the signing of this lease and not included in this lease is not enforceable.

LANDLORD:

**Pastore Brothers TIC, a Pennsylvania Partnership**

By \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Agent

TENANT:

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

**22. Guaranty**

22.1 Intending to be legally bound, and in consideration of the lease with the above Tenant, the undersigned, jointly and severally, hereby become surety to Landlord for the performance of the lease by Tenant and guarantee payment of all sums becoming owing to Landlord by Tenant. This agreement will remain in effect throughout the term of the lease or any renewal of the lease. The liability of the undersigned is absolute, continuing, and unconditional, and Landlord will not be required to proceed against Tenant or invoke any other remedy before proceeding against the undersigned.

\_\_\_\_\_  
[print name]

\_\_\_\_\_  
[print name]

I acknowledge receipt of the Resident Guidelines.

Date: \_\_\_\_\_

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DATE RENEWED LEASE  

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No.: Young Rd. #  
Commences:  
Expires:  
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**Lease**  
Between:  
**Pastore Brothers TIC**  
and  
**Tenant**  
=====

**PASTORE BROTHERS TIC**  
2315 W. GRANDVIEW BLVD.  
ERIE, PA 16506  
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