the Premises, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean, and

tenantable condition.

**INSURANCE:** Student assumes all risk of loss or damage to Student's property within the Premises which 6) may be caused by water leakage, fire, windstorm, explosion, acts of God or other cause, or by the act or omission of any other Student at the Property, its guests, and invitees. Student shall be responsible for insurance of all Student's and Owner's personal property located or stored upon the Premises against the risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. Students shall be responsible for the insurance of all furnishings and Owner's other personal property located upon the Premises against the risks of damage, destruction, or loss resulting from the actions of the Student. OWNER REQUIRES THAT STUDENT SECURE STUDENT'S OWN INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES.

Student acknowledges that Owner does not have insurance coverage on the personal possessions of the Student whether located in the house, apartment, or common areas, and agrees that he/she will obtain insurance to cover said personal possessions and Owner's furnishings and other personal property located or stored upon the Premises. Regardless of whether Student secures such insurance, Owner and its agents shall not be responsible for any damage to, or destruction, or loss of any of the Student's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss and even if such damage, destruction, or loss is caused by Owner, its employees, or agents.

7) **DAMAGES AND REIMBURSEMENT:** Student shall promptly reimburse 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. Owner will 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.

CARE OF LEASED PREMISES: The Leased Premises and other areas reserved for Student's private use 8) 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.

Students shall be responsible for the prevention and growth and accumulation of mold within the Property. Student is advised to keep the Leased Property clean and free of visible moisture and/or mold on any surface within the Property. Should a water leak or any other water damage occur within the Property, the Student is required to notify the Owner immediately so that repairs can be made to avoid any further damage which could result in mold accumulation. Students will be held responsible for any physical or monetary damages that develop in the Property as a result. Owner is not liable for any injuries (physical or otherwise) sustained by the Student, their family, or guests; which result from water damage or mold accumulation for which the Student is responsible.

| 9)      | <b>PARKING:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                 | Your Lease does not include parking. Your Lease includes registered parking spots.                                                                                                                                                                                                                                                                                                                             |
|         | i.              | If your Lease does not include parking, parking can be rented where available for \$350 per School year. Please visit our website ( <a href="www.BloomsburgStudentHousing.com">www.BloomsburgStudentHousing.com</a> ) 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. |
| Student | Initials        | Page 2 of 10                                                                                                                                                                                                                                                                                                                                                                                                   |

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 B&L Properties' parking lot or driveway 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 Owner's lots. Parking privileges are provided to B&L Properties' tenants ONLY. If space allows, guest parking permits are available ONLY for out of town parents or guests.

- 10) <u>CASUALTY LOSS:</u> Student agrees to release, indemnify, and defend Owner and Owner's agents from and against liability for injury to the person of the Student, Student's agents, Guests or invitees, or to any members of Student's household resulting from any cause whatsoever, except only such personal injury caused solely by the negligent or intentional acts of the Owner or its agents or employees.
- 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 defleaing, deodorizing, and shampooing. 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.
  - a. A DAILY FINE OF \$395 WILL BE ASSESSED FOR EACH DAY (OR PORTION OF DAY) THE ANIMAL IS AT THE PROPERTY.
- 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.BloomsburgStudentHousing.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.
- 13) OWNER'S 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 Student(s). In this event, this Lease becomes Null and Void.
- EARLY TERMINATION OF LEASE: Due to market conditions for this particular type of housing, the Student acknowledges and agrees to the Owner's right to liquidated damages, that in the event the Student chooses to end his/her Lease early by abandonment or termination of the Lease due to Student's default prior to the ending date listed above. Student will be responsible, at the option of the Owner, to pay as liquidated damages to adequately compensate the Owner for an otherwise inestimable loss and not as a penalty, the rent due and owing for the full term of the Lease regardless of whether or not they are physically living in the Premises, unless and until a replacement tenant has been secured in accordance with Section 15 of this Lease. This reserved right of the Owner is in addition to and not exclusive of or a limitation upon the Owner's right as set forth in section 21 of the Lease.

|              |  | Page 3 of 10 |
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| ent Initials |  |              |

15) **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/TERMINATION FEE APPLIES.

- b. A reasonable fee will be due if re-keying is requested or required.
- c. The remaining Students will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term; and
- d. A replacement Student will not be a valid replacement until the lease has been signed, the deposit is paid and the parent guarantee is received by the Owner. Prior to the lease being signed, the deposit and parent guarantee turned in by the replacement student the original student remains liable for their obligations under the lease.
- e. The departing Student's reservation deposit will be refunded less the re-letting fee only after all the replacement Student's 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.
- f. At least two-thirds of the remaining Students must approve of the replacement Student via replying to an email notification sent out by the management to the remaining Students and their parents. If no reply is received within 3 days of the original email being sent, their non-reply will be counted as an approving vote.
- g. If the house is set up for shared or single bedrooms and the departing Student does not want to find a replacement thus causing the per Student rent to go up; At least two-thirds of the remaining Students must approve of the single bedroom higher per student rent via replying to an email notification sent out by the management to the remaining Students and their parents. If no reply is received within 3 days of the original email being sent, their non-reply will be counted as an approving vote.
- h. The replacement Student will occupy the bedroom of the departing student. Remaining students may not switch bedrooms around upon departure of original Student.
- i. If the remaining Students refused a reasonable replacement Student (reasonable based on Owner's sole discretion), by doing so they agree to cover the departing Student's portion of the rent and the departing Student will be released from the Lease.
- j. Once a replacement Student has been found to sublet or is added to the group to fill an empty bedroom, any additional rent monies the remaining Students have paid will be credited towards any future rent owed.
- k. In the event the departing Student's place remains unfilled, the door to his/her bedroom will remain locked unless the remaining Students agree to pay his/her portion of the rent and he/she is removed from the Lease.

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. In the event the Student elects not to find a replacement, the \$200 re-letting/termination will still be charged.

| SE OF PROPERTY: Students will use the property only for residential purposes and agree to                  |
|------------------------------------------------------------------------------------------------------------|
| ide by all laws and ordinances of the Town of Bloomsburg, the State of Pennsylvania, and the               |
| odes of Conduct of Bloomsburg University. Students are prohibited from having "OPEN PARTIES."              |
| olation of PA Law and Bloomsburg University policy regarding drugs or alcoholic beverages is cause to      |
| ncel Lease with no refund. Kegs of alcohol or "Party Balls" on the Premises will result in immediate       |
| use to cancel the Lease. At no time will the Students or others congregate in areas not designed as living |
| ace.                                                                                                       |
| 1                                                                                                          |

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|------------------|--------------|
| Student Initials |              |

- ORIMINAL 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 MEMBER OF THE STUDENT'S HOUSEHOLD OR ANY GUEST OR OTHER PERSON IN THE STUDENT'S CONTROL SHALL, AT THE OWNERS SOLE DISCRETION, 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).
- 18) <u>UTILITIES:</u> Students will pay the following: electric, heat, cable T.V., internet, telephone, water, sewage, and garbage/recycling. Sufficient heat must be maintained by the Student at all times to prevent frost damage. Please visit our website (www.BloomsburgStudentHousing.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. Students are required to keep all utilities turned on for the entire duration of the Lease term. If Students are returning to the Premises for the following school year, they must keep the utilities on in their name regardless of if they are living there over the summer.

| Your heat type is:      |  |
|-------------------------|--|
| Your Hot Water type is: |  |

Student Fee – the student fee is \$159 per semester. This fee covers the utility bills which stay in the Owner's name (Sewer, Trash, Recycling) and includes the security, amenities and town fees. This is billed on the invoice for the Fall and Spring rent and is due along with your rent.

- 19) <u>DEPOSITS:</u> 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 Pa.C.S.A. § 250.511a & 512. In the event damages occur during the Lease term, Students will be billed for the cost of repairing the damage. Payment is due within 10 days of receipt of the bill for damage. If the bill remains unpaid, a late charge of \$10 per week will be added to the bill.
  - A) Students agree that if more than one (1) person occupies the Premises, the damages, at the Owner's discretion, may be apportioned between all or some of 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.
  - B) The charges for damages/cleaning will be divided evenly over the number of Students on the Lease regardless of where on the Premises the damage occurred. For example, if Bed #1 has a hole in the wall that needs to be repaired, the cost for that repair will be divided evenly over the number of Students on the Lease; unless a particular Student has notified us in writing prior to the end of the Lease that he/she would like to take responsibility for a given repair and have paid for it. Owner reserves the right to deviate from this system at Owner's discretion (see 19.A).

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| Student Initials |  |  |  |  |  |              |

- Carpets: Students are responsible to have the Carpets shampooed by a professional Carpet cleaning company upon moving out of the Property and provide Owner with a written receipt. In the event the Student does not provide the Owner with a receipt showing the carpets were shampooed, the Owner will charge the Student \$25 per room to shampoo them. Students may NOT bring a carpet cleaning machine from home, nor rent a similar unit at any store to clean their carpets in order to satisfy the carpet cleaning requirement.
- D) Painting: Students are responsible for any marring of the walls that occurs during the time that they live there. This includes but is not limited to tape marks, tack holes, dirt and scuffing, putty marks, rips in drywall, excessive hand prints, beer splatter, food splatter, TV mounting bracket holes, picture hook holes, dart board holes, smoke damage from candles, smoke damage from cigarettes, burn marks from Christmas lights, damage from improperly removed command strips, etc. The preceding is NOT considered normal wear and tear. Owner will bill the Student's security deposit according to the rates set on the Damage Addendum for repainting as necessary. If the same group of Students lives in the apartment for more than one school year, a 20 percent discount will be given towards the cost of painting for each additional year of residency.
- E) No Security Deposits will be returned until all Students have moved out.
- F) Remaining balance check will not be mailed until all keys and key chains are returned and all utilities are turned off and balances paid.
- G) No interest is paid on security deposits.
- 20) END OF LEASE (STUDENT'S HOLD-OVER): 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 incurred by the Owner due to the Student's unlawful occupation of and failure to move out of the property Premises on or after the agreed upon end date of this Lease. Such hold-over shall not constitute a new Lease nor any renewal or modification of the terminated Lease.
- ABANDONMENT: Any of the Student's personal property or possessions remaining on the Premises after the Student moves out will be considered to be abandoned property. Students waive and give up all rights to the abandoned property. The Owner will have the right to remove, without notice to the Student, 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.

If at any time during the term of this Lease Student abandons the Premises or any part thereof, the Owner may, at the Owner's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Student for damages or for any payment of any kind whatever, the Owner may, at the Owner's discretion, as agent for Student, re-let the Premises, or any part thereof, for the whole or any part of the then unexpired term of this Lease, and may receive and collect all rent payable by virtue of such reletting, and, at the Owner's option, hold Student liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by the Owner by means of such re-letting.

22) <u>SURRENDER OF PREMISES:</u> Upon the expiration of the term hereof, Student shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement; reasonable use, wear and tear thereof, and damages by the elements are accepted.

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| udent Initials |                            |

OWNER'S RIGHT OF ENTRY: 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 billed to Student(s) 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, to show the property to a prospective Student, 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 given prior to Owner or Owner's representatives entering the apartment.

Landlord will perform periodic inspections of the Leased Property to ensure 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.

- 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 as liquidated damages in accordance with Section 13 of this Lease. 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 NOTICE TO QUIT, AND AGREES TO MOVE OUT IMMEDIATELY UPON EVICTION.
  - 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 rerent their spot to another Student.
  - b. In the event of a default, all unpaid utilities bills, fees, and fines will be treated as rent owed.

## 25) <u>LEAD-BASED PAINT HAZARD:</u>

- 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 downloaded from the Landlord's website: www.BloomsburgStudentHousing.com/lead-paint-addendum.
- c. The following 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 25 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.

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| Student Initials |  | <br> |  |  |  |              |

- 26) <u>FIRE PROTECTION:</u> 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.
- 27) <u>CAUTION:</u> 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, please consult an attorney..
- 28) <u>ATTORNEY'S FEES:</u> Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorney's fee.
- 29) <u>GOVERNING LAW:</u> This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the Commonwealth of Pennsylvania.
- 30) <u>FORUM SELECTION:</u> Other than magisterial district actions for possession, any and all lawsuits arising out of this Lease must be brought in a court of competent jurisdiction in the County of Columbia, Commonwealth of Pennsylvania.
- 31) <u>SEVERABILITY</u>: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 32) <u>MODIFICATION</u>: The parties hereby agree that this document contains the entire Agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.
- 33) <u>ADDITIONAL DOCUMENTS:</u> The Students who reside in apartments with 2 or more Students must abide by and sign Addendum 1 that is mandated via the regulated Rental Unit Occupancy Ordinance of the Town of Bloomsburg. The following documents are made part of this Lease. A violation of any of the Rules and Regulations are a violation of this Lease.
  - A) Individual Student Application for Residency
  - **B)** Addendum 1 Town Addendum
  - C) Parent Guarantees
  - **D)** Rules and Regulations
  - E) Student Damage/Repair and Service Minimum Charges Addendum
  - F) Rent Payment Schedule
  - **G)** Party Addendum (if applicable)
- 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.
- 35) <u>EXCLUSIONS:</u> Under this Lease Agreement, window treatments and furniture are not included unless noted under exceptions.

| A)               | EXCEPTIONS: |                            |
|------------------|-------------|----------------------------|
|                  |             | <del>-</del>               |
| Student Initials |             | Page <b>8</b> of <b>10</b> |

| 36) | 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.

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| dent Initials |  |              |

| Student #2 – Print       |
|--------------------------|
|                          |
| Student #-4 - Sign Date  |
| Student #4 – Print       |
| Student #-6 - Sign Date  |
| Student #6 – Print       |
| Student #-8 - Sign Date  |
| Student #8 – Print       |
| Student #-10 - Sign Date |
| Student #10 – Print      |
| Student #-12 - Sign Date |
| Student #12 – Print      |
|                          |