



APARTMENT LEASE- 3 Bedroom

(Pennsylvania Plain Language Apartment Lease)

Notice to Tenant: This Lease contains waivers of consumer rights. If you do not meet your Lease Obligations, you may lose your security deposit. You may also be evicted and sued for money damages. By signing this Lease, you are waiving certain important rights.

The Landlord and Tenant agree to lease the Apartment on the following terms:

LANDLORD:
CAMPUS COMMONS, INC.
Address for Notices:
334 Bloomfield Street
Johnstown, PA 15904

TENANT:

DATE OF LEASE: _____

Table with 5 columns: LEASE TYPE, PAYMENT OPTION, RENT PAYABLE, TOTAL YEARLY RENT, and an empty column. Rows include Group Lease (2-semester and 12-installment) and Individual Lease (2-semester and 12-installment).

Summary table with 3 columns: Security Deposit, Term (Beginning: August 25, 2018; Ending: May 1, 2019*), and Apartment (Campus Commons Lane, Johnstown, PA 15904).

Utilities table with 2 rows: Utilities paid by Landlord (extermination; sewer & water, gas, electric, internet and basic cable television) and Utilities paid by Tenant (telephone or any Excess Utilities which exceed Tenant's Monthly Allowance as set forth in paragraph 7).

- 1. Use. The apartment must be used only as a private residence of the Tenant. Only a Tenant named above may legally occupy an Apartment of this size. PETS ARE NOT PERMITTED. No more than one person shall be entitled to occupy the bedroom. Guests may not occupy any apartment for more than 3 consecutive nights without written approval of Landlord.
2. Failure to give possession. Landlord shall not be liable if it cannot give Tenant session on the beginning date of the Term. Landlord will notify Tenant when possession is available. The ending date of the Term will not change. If possession of the apartment is not granted by Landlord on the Beginning Date, rent shall be abated on a daily basis until possession is granted provided such later delivery shall not extend the Term. If

*The Lease expiration date will be extended to August 25, 2019, free of rent, for existing Tenants that renew their Lease for the next ensuing school year. Summer Term tenants must pay for utilities. Landlord shall be permitted to do repairs during the Summer Term.

possession is not granted within thirty (30) days after the Beginning Date, Tenant, as their sole remedy, may give Landlord written notice after such thirty (30) day Period to void this Lease, and have a full refund of any deposit. Landlord shall not be liable for damages for any delay in delivery of possession.

3. **Rent, Added Rent.** The rent must be paid by the first day at Landlord's address or such other place designated by Landlord. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first rental will be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. Whether or not stated as such, those other charges are considered "Added Rent." Added Rent will be billed and is payable as rent, together with the next rental due. If Tenant fails to pay the Added Rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Rent will be accepted in one combined submission only.

Late Charge. If Landlord elects to accept rent paid after the 1st day of the month, a late charge of \$7.00 per day will be charged as "Added Rent" for Monthly payment Leases and \$25.00 per day for Bi-Annual payment Leases.

4. **Term.** The Term will end on the date stated above. Notices are not required to end the Term.

5. **Agreement to Live in a Cooperative Manner.** Each resident within the apartment agrees that they will occupy the apartment and the building in a cooperative manner with fellow roommates and other tenants within the building.

6. **Security.** Tenant must give security to Landlord in the amount stated above. The security will be deposited in the following bank: 1st Summit Bank, Johnstown, PA.

If Tenant fails to timely perform any term in this Lease (such as paying rent on time), Landlord may use the security. If the Landlord uses the security Tenant shall (upon notice from Landlord) restore the security. That amount is due, when billed, as Added Rent. At all times Landlord shall have the amount of security stated above. There shall be a 15% administration fee charged on all deductions from security deposits.

If Tenant (i) fully performs all terms of this Lease, (ii) pays rent on time, and (iii) leaves the Apartment in good condition on the last day of the Term, then Landlord will return the security being held, in accordance with law or within 30 days after the Lease ends and the Tenant has moved out. Tenant may not apply security to pay rent.

7. **Utilities and services.** Landlord, at its' expense, will furnish all utilities as stated above subject to a tenant utility allowance of \$80 per tenant per month. All utility costs in excess of this allowance shall be invoiced to Tenant on a monthly or semester basis. Landlord is not responsible for interruptions, surges or failure in utility services.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs or changes, until the work is complete.

8. **Alterations.** Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built-in" decorations, partitions, railings, or to make alterations or to paint or wallpaper the Apartment. Tenant must not change or impair the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations will become the property of Landlord when completed and paid for. They will remain as part of the Apartment at the end of the Term. However, Landlord may demand that Tenant remove the alterations and installations before the end of the Term. If Landlord wants them removed, Landlord will give

Tenant at least 15-days' notice before the end of the Term. Tenant will comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a lien is filed on the Apartment or Building for any reason relating to Tenant, Tenant must immediately pay or bond the amount of the lien within 20 days. If not, Landlord may pay or bond the lien. Landlord's costs shall be Added Rent.

9. **Repairs.** Tenant must take good care of the Apartment and all equipment, property and fixtures in it. Landlord will repair the plumbing, heating and electrical systems at Landlord's expense unless the damage was caused by Tenant's act or neglect. In that case Tenant must reimburse Landlord for the cost of all repairs and replacements. Landlord's costs will be Added Rent, together with a 25% administrative fee.

10. **Fire, accident, defects, damage.** Tenant must give Landlord immediate notice of fire, accident, damage, or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable (as long as not caused by Tenant). If part of the Apartment cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable.

If the Apartment or Building is damaged by fire or other casualty, Landlord may cancel the Lease. If Landlord decides to cancel, Landlord will notify Tenant within 30 days of the fire or casualty. If not, Landlord shall have a reasonable time to repair. If the fire or other casualty is caused by an act or neglect of Tenant (or Tenant's family, employee, guest or invitee), then all repairs will be made at Tenant's expense. However, Tenant must still pay the full rent with no adjustment. The cost of the repairs will be Added Rent. If Landlord repairs, Landlord is never required to repair or replace any fixtures, furnishings, personal property or decorations, but only equipment that is originally installed by Landlord.

If cancelled, the Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice, and pay all rent due through the date of the fire or casualty. The cancellation does not release Tenant of liability in connection with the fire or casualty.

11. **Liability.** Landlord is not liable for loss, expense or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant for permitting or refusing entry of any one into the Building.

Tenant must pay for damages suffered and expenses of Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord because of Tenant's act or neglect, Tenant will defend Landlord at Tenant's expense, with any attorney of Landlord's choice.

Tenant is responsible for all acts or neglect of Tenant's family, employees, guests or invitees.

12. **Entry by Landlord, signs.** Landlord may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install, maintain, replace or perform other work that Landlord decides is necessary or desirable. At reasonable hours Landlord may show the Apartment to possible buyers, lenders or lessees (of the entire Building or land, or for the Apartment). Landlord will try to give reasonable notice, except in emergency. Landlord may place "for sale" or "for rent" signs on the Apartment or Building.

13. **Assignable and sublease.** Tenant must not assign all or part of this Lease, or sublet all or part of the Apartment, or permit any other person to use the Apartment without Landlord's written consent. Assignments and

Transfer requests, if permitted by Landlord, shall result in a non-refundable administrative fee of \$200.00.

14. **Subordination and attornment.** This Lease and Tenant's rights are subject and subordinate (inferior) to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid to a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.

15. **Condemnation.** "Condemnation" means that a legal authority can take the Apartment, Building or land by paying Landlord. If all of the Apartment, Building and land are taken, the Term and Tenant's rights shall end when the authority takes title. If any part of the Apartment, Building or land is taken, Landlord may cancel this Lease on notice to Tenant. The cancellation date will be at least 30 days after the notice. If the Lease is cancelled, Tenant must deliver the Apartment to Landlord on the cancellation date, together with all rent due to that date. The entire payment for any taking belongs to Landlord. Tenant assigns to Landlord any interest Tenant may have to any part of the payment. Tenant shall not make a claim for the value of the remaining Term, or for Tenant's interest in the Lease.

16. **No liability for tenant's property.** Landlord is not responsible for (a) loss, theft or damage to the Tenant's property, or (b) injury caused by the Tenant's property or its use. Landlord does not carry insurance for Tenant's personal property. Tenant should obtain insurance for Tenant's personal property.

17. **Tenant Co-operation.** If you have opted for the Individual Lease Option, your lease provides you with an undivided portion of an apartment unit at a rental rate that is less than the full apartment rate. Campus Commons, Inc. will rent any other undivided space within the apartment (i.e., the other bedrooms) to other tenants. You knowingly consent to this arrangement and agree to live in a cooperative manner with your assigned roommates and shall be equally and severally responsible for the care and maintenance of all Common Areas within the apartment. Landlord is not liable for conflicts among or between co-residents.

18. **Sidewalks, steps, terraces and balconies.** The Apartment may have sidewalks, steps, a terrace and balcony, and they are considered part of the Apartment. The Landlord may make special rules for the sidewalks, steps, terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the sidewalks, steps, terrace and balcony clean and free from snow, ice, leaves and garbage. Tenant must keep all screens and drains in good repair. No cooking is allowed on the sidewalks, steps, terrace or balcony. Tenant may not keep plants or install a fence or any addition, on the sidewalks, steps, terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

19. **Tenant's certificate.** Upon request by Landlord, Tenant shall sign a certificate confirming the following: (1) this Lease is in full force and unchanged (or if changed, how it was changed); (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; (3) Tenant is fully performing all the term of the Lease and will continue to do so; (4) Rent and Added Rent have been paid to date; and (5) any other reasonable statement required by Landlord. The certificate will be addressed to the party Landlord chooses.

20. **Correcting Tenant's defaults.** If Tenant fails to timely correct a default, Landlord may correct it at Tenant's expense. Landlord's costs to

correct the default shall be Added Rent, together with a 15% administrative fee.

21. **Tenant's duty to obey laws and regulations.** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant will promptly deliver to Landlord notices from any authority or group. Tenant will not do anything to increase Landlord's insurance premium.

22. **Tenant's default. The following are not the only rights and remedies. They are in addition to those provided or permitted by law.**

A. *Tenant's Waiver of Notices.* Landlord shall not be required to give Tenant a notice of default, or an opportunity to correct any default. Tenant also waives the right to receive a "notice to quit" or "notice to vacate" from Landlord. This means Landlord is not required to notify Tenant to remove from (leave) the Apartment. Landlord may give Tenant a termination notice (but Landlord is not obligated to give that notice). If given, the termination notice will state the date the Term will end. Tenant must leave the Apartment and give Landlord the keys on or before the termination date. Tenant continues to be responsible as stated in this Lease.

B. If Tenant's application for the Apartment contains any material misstatement of fact, that is a default.

C. If (1) the Lease is terminated; or (2) Rent or Added Rent is not paid on time; or (3) Tenant vacates the Apartment; or (4) the Term has ended; or (5) Tenant has defaulted in any obligation under this Lease, Landlord may, in addition to other rights and remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Tenant and any person or property (b) use eviction or other lawful methods to take back the Apartment and (c) sue for money damages.

D. If this Lease is terminated, or Landlord takes back the Apartment, the following takes place:

(1) Rent and Added Rent for the unexpired Term becomes immediately due and payable at once.

(2) Landlord may re-let the Apartment and anything in it. The re-letting may be for any term. Landlord may charge any rent (or no rent) and give allowances to the new Tenant. Landlord may, at Tenant's expense, do any work Landlord reasonably feels needed to put the Apartment in good repair and to prepare it for renting. Tenant remains liable and is not released except as provided by law.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and last to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including, but not only, reasonable legal fees, brokers fees, cleaning and repairing costs, decorating and advertising costs plus a 15% administration fee.

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

(5) Money received by Landlord from the next tenant (other than the monthly rent) shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it. If Landlord re-lets the Apartment, the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses, without offset.

E. Tenant will pay Landlord all reasonable costs and expenses Landlord incurs to enforce this Lease. This includes attorney's fees and court costs.

23. **No jury trial. Landlord and Tenant waive their right to a trial by jury in any action or proceeding brought by either against the other, for any matter concerning this Lease or the Apartment.**

24. **No waiver, illegality.** Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal or unenforceable, the rest of this Lease remains in full force.

25. **Insolvency.** If (1) Tenant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days' notice of termination of this Lease. If any of the above is not fully dismissed within 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses, without offset.

26. **SMOKE FREE BUILDING** – Tenant agrees at all times to keep the apartment and building areas free of smoke, incense or burning candles.

27. **Representations, changes in Lease.** Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others.

28. **Landlord unable to perform.** Landlord may be delayed or unable to: (a) carry out Landlord's promises or agreements, (b) provide any service or utility required to be provided, (c) make any required repair or change to the Apartment or Building, or (d) supply any equipment or appliances required to be supplied. Tenant's obligations are not affected if that results from settling insurance claims, obtaining estimates, weather, labor or supply problems, public authorities, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control.

29. **End of term.** At the end of the Term, Tenant must leave the Apartment clean and in good condition, subject to ordinary wear and tear. Tenant will remove all of Tenant's property, installations, alterations and decorations. Tenant will repair all damages to the Apartment and Building caused by moving. Tenant will restore the Apartment to the same or better condition as at the beginning of the Term. If Tenant fails to vacate the apartment by the ending date of the lease term, Tenant shall be considered a Holdover Tenant and shall automatically be responsible to pay rent for an additional 1 year term at a rental rate equal to 125% of the prior year's rate. In addition, the Holdover Tenant shall also be obligated to pay (to Landlord) the extra housing expenses incurred by the new tenant that is displaced by the failure of the Holdover Tenant to move out in a timely manner. The extra charges will be treated as Added Rent in the Lease.

30. **Space "as is."** Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the apartment as is, except as otherwise specifically noted on the Move-In/Move-Out Report, which is to be completed at Move-In.

31. **Quiet Enjoyment.** Subject to the terms of this Lease, as long as Tenant is not in default, Tenant may peaceably and quietly have, hold and enjoy the Apartment for the Term.

32. **Vehicles.** The use or storage of Tenant's or any other person's vehicle, whether or not parked or being driven in or about the parking area shall at all times be at the sole risk of Tenant. Vehicle parking is limited to one, unless Landlord has provided written authorization to increase this amount.

Any vehicle or personal property belonging to Tenant, which in the opinion of Landlord, is considered abandoned, shall be removed by Tenant within 1 day after delivery of written notice to Tenant. If Tenant does not remove it, Landlord may remove the property from the area, at Tenant's cost. Landlord is not liable for damage to, or caused by, any vehicles. This includes property damage and bodily injury. Tenant will indemnify and defend Landlord for all liabilities.

33. **Landlord's consent.** If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court for a declaratory judgment to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money (or subtract any sum from the rent) because such consent was not given.

34. **Limit of recovery against Landlord.** Tenant is limited to Landlord's interest in the Building for payment of a judgment or other court remedy against Landlord.

35. **Parties bound by lease.** This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

36. **Paragraph headings.** The paragraph headings are for convenience only. They should not be used to interpret the Lease.

37. **Furnishings.** If the Apartment is furnished, the furniture and other items are accepted as is. At the end of the Term, Tenant shall return them clean and in good order and repair. Tenant is not responsible for ordinary wear and tear.

38. **Broker.** Tenant states that no broker assisted with leasing the Apartment, except the Broker named in the heading of this Lease. Tenant will pay Landlord any money Landlord may spend if this statement is incorrect.

39. **Joint and Several Liabilities.** If this is a Group Lease, all Tenants as a group and each of the Tenants as an individual are responsible to Landlord for all of the agreements and rentals under this Lease.

40. Tenant has received a copy of the Campus Commons Operating Policy and agrees to abide by its provisions. Landlord reserves the right to make changes and amendments to this policy.

Signatures & effective date: Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties. **If more than one Tenant signs this Lease, their liability will be joint and several. This means that each is fully responsible for performing all obligations, and for all payments.**

LANDLORD:

TENANT:

X _____ X _____

X _____ X _____