

1 STUDENT HOUSING LEASE AGREEMENT DATED _____

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1) **PARTIES:** The parties to this agreement are Dan Slotterback called "Owner" and the persons below signed, hereinafter called "Student(s)".

2) **LOCATION:** _____, Bloomsburg, PA 17815, hereafter call "Premises."

3) **TERM:** The term of this agreement will be for the academic year (2 semesters) beginning on August 23, 2014 _____ and ending on May 9, 2015

4) **RENT:** The rental fee for this agreement will be \$ _____. This amount is divided per Student as follows:
_____ per Student, per semester, based on _____ Students
_____ per Student, per semester, based on _____ Students
_____ per Student, per semester, based on _____ Students

Rent is payable as follows: 50% by July 1, 2014 and 50% by December 1, 2014. Please make checks payable to Dan Slotterback, PO Box 632, Bloomsburg, PA 17815.

Note: The per semester rent due from each Student is based on the total amount of the rent divided by the number of Students living in the Premises. So if one Student backs out of the lease, the total amount of the rent stays the same and is divided over the remaining students, causing the per student amount per semester to go up.

A) **Late Charge:** A late charge of fifty dollars (\$50.00) will be imposed on any payment received more than fifteen (15) days after the above stated dates. No Student shall have the right to occupy the said Premises until all rents and security deposits have been paid in accordance with this Lease Agreement. **No keys shall be given to any Student before all rents and security deposits from all Students have been paid.**

B) **Interest Charge:** The Owner will charge interest at the rate of Two percent (2%) per month on any rent delinquent by more than sixty (60) days. Such interest will be in addition to the late charge and the Owner is authorized to apply security deposit to these items. In the event the delinquent account is turned over a collection agency Student agrees to pay all fees associated with collecting the delinquent rent. This could add up to an addition 50 percent on top of amount owed.

C) **Parking:** Currently there is no charge for parking. Depending on the administrative duties of parking enforcement and number of complaints, A fee may be imposed. Typically a fee of \$150 is charged per semester per Student who utilizes parking facilities.

D) **Failure to Move In or Vacating Premises:** If a Student fails to move in or vacates the premises and the opening is not filled, rent will not be refunded. **If rent has not been paid by the Student(s) who vacate and the rent cannot be collected by the Owner after a reasonable effort for collection, the remaining Students must make up the difference in rent. Change in University enrollment status has no bearing on this Lease.**

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5) **INSURANCE: Owners insurance does not provide coverage for Student’s personal property.** We urge you to get your own insurance for losses due to theft, fire, water damage, and the like. You intend to **(check one)**:

- Not buy insurance to protect against such losses or
- Buy insurance from your own agent to cover such losses

If neither is checked, you acknowledge that you will not have insurance coverage.

6) **DAMAGES AND REIMBURSEMENT:** Owner is not liable for loss, injury, or damage to any person or property unless the loss, injury or damage is caused by the Owner’s intentional act or neglect. Student shall repay 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.

7) **PRIVATE USE AND CLEANLINESS:** The leased Premises and other areas reserved for Students private use must be kept clean. Trash must be disposed of a 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.

8) **PARKING:** 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. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. All cars parked in a numbered parking stall must have a parking permit; those without one will be towed at the vehicle owner’s expense.

9) **CASUALTY LOSS:** We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property. We 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. Should snow not be removed from sidewalks by Students within 12 hours of a storm, we will do so at a charge. This amount will be deducted from the Student’s security deposit. If not paid when billed.

10) **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 de-fleaing, deodorizing, and shampooing. Initial (\$350) and daily (\$100), plus cost of physical damages, animal-violation charges and animal-removal charges are liquidated damages for Owner’s time, inconvenience, and overhead (except for attorney’s fees and litigation costs) in enforcing animal restrictions and rules. Owner may remove an unauthorized animal by leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal. 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 unless due to Owner’s negligence. 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.

Student Initials _____

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- 11) **PARENT GUARANTEES:** Both parents of each Student signing this lease are require to sign a Parent Guarantee form. This form can be found on our website, www.Bloomproperties.net . **Parent guarantees from all parents must be received before any Student is allowed to move in. Guarantors could be notified in the event fines are issued or disruptive conduct notices are given.**

- 12) **OWNERS RIGHT TO VOID LEASE:** Owner reserves the right to void lease, by giving written notice to Students, at anytime prior to all Deposits and Parent Guarantees being received from all Students signing below, and rent the property to another Students. In this event, this lease becomes Null and Void.

- 13) **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. **Re-letting fee of \$200 per person will be charged.**
 - b. A reasonable fee will be due if re-keying is requested or required; and
 - c. The remaining Students will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.
 - d. Your reservation deposit will be refunded less the re-letting fee only after all the replacement Students’ 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.

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 remain Students are still liable for the total amount of the rent.

- 14) **USE OF PROPERTY:** Students will use the property only for residential purposes and agree to abide by all laws and ordinances of the Town of Bloomsburg, the State of Pennsylvania, and the Codes of Conduct of Bloomsburg University. Students will keep no pets or animals of any kind on the premises. Students are not to tape pictures or posters to the walls. Tape marks and nail holes are considered damages. Students will deposit all trash in proper containers as designated by the Owner. Students are prohibited from using Premises roofs for sunbathing or any other activity. Students are prohibited from having “OPEN PARTIES”. Violation of PA Law and Bloomsburg University policy regarding drugs or alcoholic beverages is cause to cancel Lease with no refund. Kegs of alcohol on the Premises will result in immediate cause to cancel the Lease. No waterbeds permitted on the premises. Access to the basement and attic of Premises is limited to Owner or Owner’s representatives only. At no time will the Students or others congregate in areas not designed as living space.

- 15) **UTILITIES:** Students will pay the following: electric, heat, cable T.V., internet, telephone, water, sewer and recycling. Sufficient heat must be maintained by the Student at all times to prevent frost damage. Please visit our website (www.Bloomproperties.net) for the contact information for local utility providers. Should the garbage not be picked up in a timely manner/weekly, the Owner can remove garbage at a rate of \$25 per bag. Any charge for recycling will be paid by Students from Students Security Deposit. Owner will pay for sewer & trash (dumpster).

Your sewer, trash and recycling bill along with your Bloomsburg License fee is paid by the Owners and is billed back to you at a rate of \$105 per student per semester. This is billed on the invoice for the Fall and Spring and is due along with your rent.

- Your heat is: _____
- Your Hot Water is: _____

Student Intials _____

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16) **DEPOSITS:** At the time of the signing of this Lease, each Student will deposit with the Owner the sum of \$400 as a reservation deposit which becomes the security/damage and cleaning deposit payment of fall rent. 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 Purdons 250.511.a & 512. In the event damages occur during the Lease term the Deposit will be billed at the time of the damage, cleaning, or cost imposed per rules. If the amount of the Deposit held by the Owner at anytime falls below \$300 the Student will be billed to bring the balance back up to \$400. Failure to do so is cause for termination of this Lease.

The following deductions will be made to your security deposit prior to deductions for damages:

- A) Students agree that if more than one (1) person occupies the premises the damages, at the Owners discretion, may be apportioned between all 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. If the Student fails to provide their forwarding address they agree to waive their right to the remaining balance; and said right shall be deemed waived and abandoned.
- B) **No Security Deposits will be returned until all Students have moved out.**
- C) Remaining balance check will not be mailed until all keys and key chains are returned and all utilities are turned off and balances paid.
- D) No interest is paid on security deposits.
- E) The deposit of \$400 which is collected at the time of lease signing is used as a Reservation Deposit to hold the apartment for the Students until the Fall semester's rent is paid in July. At that point the Reservation Deposit becomes the Security deposit.

17) **INSPECTIONS & SHOWINGS:** 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 deposits charged prior to end of the term. Students agree to showing of Premises to other prospective Students or buyers.

Whenever possible 24-hour notice will be give prior to owner or owner's representatives entering the apartment.

18) **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. In the event the Owner needs to evict any Student (s) occupying the Premises. The Student (s) here by waives or gives up the right to any notice to move out, and agrees to move out immediately upon evection.

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- 19) **FIRE PROTECTION:** 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
- 20) **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.**
- 19) **CAUTION: 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, consult an attorney or the BU Housing Office.**
- 21) **INSTRUCTIONS:** Students have read and agree to adhere to attached Town Addendums and Rules and Regulations.
- 22) **CONSUMER NOTICE:** All Parties to this lease acknowledge that Dan Slotterback (Property Manager) holds a Pennsylvania Real Estate License.
- 21) **ADDITIONAL DOCUMENTS:** 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) Student Information Pages are made part of this lease
 - B) Addendum 1 – Town addendum
 - C) Parent Guarantees
 - D) Tips Rules and Regulations
- 22) **EXCLUSIONS:** Under this Lease Agreement window treatments and furniture are not included unless noted under exceptions.
 - A) EXCEPTIONS: mini-blinds
- 23) **ENTIRE AGREEMENT:** This Lease is the entire agreement between Student and Owner. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease. **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.**

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Students # 1	Date	Student # 2	Date
Students # 3	Date	Student # 4	Date

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247 OWNER’S SIGNATURE _____
248 Dan Slotterback
249 Property Manager

Student Intials _____

Tips , Rules and Regulations:

You may purchase renters insurance from whom ever you like, we recommend Bert Brunozzi Allstate Insurance Company 570-275-1335, or Associated Insurance Management 570-275-0100. Please consider that a homeowners policy of your parents may include your belongings while away at college. Speak to your parents or agent to verify this detail.

The above signed agree to adhere to the following Rules and Regulations indicated below. These Rules and Regulations are part Student Housing Lease between Dan Slotterback and the Student. A violation of any of the Rules and Regulations is a violation of the Lease.

1. **Students will not use alternate heating sources such as kerosene/electric heaters, space heaters or electric blankets. The use of charcoal or flammable gas grills is also not permitted.**
2. Students will not place or stored items on any windowsills, ledges or balconies, front porch or back yard. Student will not hang laundry or other items from the balconies, windows and common areas. Students will not hang anything from suspended ceiling grid. Students will not drape wires or any other materials through the ceiling grid. No window treatments, awnings, draperies or umbrellas will be installed in the Property. No radio or television reception devices such as antennas and satellite dishes are allowed on the Property. Students will not install shelving, picture hooks, wallpapers, paint or alter the features of the Property, or install any additional, or relocate any of the existing telephone or cable outlets in the Property.
3. Early Move In – in the event Students move into the apartment prior to the beginning of the lease all parts of this lease apply as if the start date had been changed to match their move in date.
4. No Waterbeds, hot tubs or aquariums are permitted on the property.
5. Students will respect the rights of others in their building and adjacent buildings with regard to noise levels and activity. If the Property Manager receives complaints with regard to the Students, the Students will be: First, warned via email. Second, warned again via email and fined \$15. Should a third violation occur, the Student will receive written notice and will be removed from the premises and this Lease will terminate without refund.
 - a. Quiet houses are between 1:00am and 6:00am for those Students living in an apartment building.
6. For the purposes of this Lease there may be one individual in the group of Students that represents the interest of the group. The actions or obligations of any individual or number of individuals will be binding on the entire group and shall be fully binding on any of the students of the group, jointly and severally at the sole discretion of the Owner.
7. Students agree to pay a \$200 administrative fee for any disruptive conduct report received by the Owner from the Town of Bloomsburg or from any breach in any section of this Lease agreement. Each breach shall constitute a separate administrative fee. Payment shall be made within 24 hours of verbal or written notice by Owner.
8. In the event the Student is joining a group who is returning to their house/apartment from the prior school year, the Student acknowledges owner(s) do not clean or do repairs beyond what is required by code. The group of Students they are joining receive the house/apartment back in the same condition that they left it when they moved out for the summer

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Student Initials _____

8. In the event the Student does not pay their rent causing the need for Dan Slotterback to pursue legal action against them. A \$200 administrative fee will be added on to the amount owned in addition to the court costs, collection and legal fees.
9. No glass bottles of any kind, or alcoholic beverages, are permitted outside the premises or in the common areas. Students will be fined \$25.00 each and every time this occurs regardless of the source.
10. A \$25.00 administrative fee is charged for all checks returned to Dan Slotterback by the bank for insufficient funds or stopped payment.
11. Non Return of Keys: Student will return all keys at Lease termination. If keys and keychain are not returned, the Student will be charged for re-keying of the Leased premises, the mailbox, and the building entrance.
12. Students will remove trash from the premises. **Trash may not be placed in hallways or stairwells.** Mislaid trash will be removed at a fee of \$ 25 per bag. Carpet stains caused by trash will be professionally cleaned at the expense of the Student.
- 13. Smoking is prohibited inside the Property.**
14. Students will remove all furniture and personal belongings upon Lease termination. Items left behind will be removed at the Student's expense. Students will not remove doors to allow passage of furniture.
15. If there are bed bugs found in the apartment/house when the students move out necessitating the owners to need to hire and exterminator, the students will be billed \$350 per bedroom needing treatment.
16. Students will become familiar with and observe all posted security regulations and all posted fire escape or evacuation routes and all fire exits. Questions concerning security and fire procedures should be directed to Property Manager without delay.
17. This Lease does not provide for any parking privileges. Parking permits may be obtained from Owner for onsite parking or from the Town of Bloomsburg for use of the municipal lot.
18. Any complaints by Students, except in the case of emergency, must be made in writing to the Property Manager via email. Please use the maintenance request form on our website, www.Bloomproperties.net. Service requests should be sent to service@bloomproperties.net
19. We use the address you give us for your parents as your home address and this is the one we use for all mailings, i.e. security deposit returns, invoices etc.
20. Students will respect the personal safety and property of others. Students may not prop open building entrance doors to allow access to non-Students. Students will not prop open the fire-rated doors to hallways or stairways. Students will not tamper, in any way, with safety devices provided throughout the building. These include: Smoke detectors, Heat detectors, Horn/Light units, Back-up lighting, Fire extinguishers, security cameras and Alarm system panel. Also included, are the self-closing devices attached to the doors at the front and rear of each hallway and building entrances.. If such tampering occurs, charges will be filed with the local authorities under provisions, which prohibit "Risking a Catastrophe". In addition, the Student will be removed from the building, and this Lease will terminate without refund.
21. If there are common areas in your building then each apartment is responsible for the 15 ft. of hallway/common area in front of their door. You are responsible to keep it free of trash and debris. You are also responsible for holes/marks on the walls. So if people are partying in front of your door please ask them to go party in front of their own door, because you will be responsible for any damage done.

Student Initials _____