

Rakosky Rentals

Lease Agreement

This lease has been signed this date, [REDACTED], 2023 between Rakosky Rentals, the “Landlord and/or Owner” (used interchangeably), and between [REDACTED] and [REDACTED] referred to as “Tenant” in this lease.

The Tenant agrees that the Owners/Landlord lease to Tenant and the Tenant rents from the Owners/Landlord a portion of the apartment designated as [REDACTED], California, PA 15419 called the “Premises” in this lease. The portion of the apartment consists of 2 bedrooms and common areas (kitchen, living room, and bathroom areas), which the Tenants rents and shares in conjunction with [REDACTED] () additional tenant(s) [REDACTED]. This lease is for the term from, 2023 to [REDACTED], 2024 and the total cost for this period of stay is \$ [REDACTED] per month, \$ [REDACTED] per year, U.S. Dollars, at a rate to be collected monthly as \$650.00 monthly for 12 months. Tenant agrees to pay rent monthly on or before the first day of each month and payable to Rakosky Rentals beginning upon move in of belongings.

1. Payment of rent: Tenants agrees to pay to the Owners rent according to the pay plan presented. Landlord does not have to ask for (make demand upon) rent. Tenant agrees to pay rent via first class mail, postage prepaid, credit card, or in person to property owner at the place designated by property owner. A Credit Card Authorization Form must be completed and is a condition of renting from Rakosky Rentals. This form must be kept current and up to date.

Tenant agrees to transfer ownership of electric and gas (if applicable) by the said move in date. Tenant is responsible for his own cable/internet/phone charges.

2. Fees for past due payment of rent: If the rent and or any other charges are not paid by the date agreed upon in this lease, a charge of twenty-five (\$25) dollars plus five (\$5) dollars per day late charge shall be levied, until rent due is paid along with the payment of additional assessments (late fees).

3. Nonpayment of rent: If any monies due under this lease agreement are unpaid when due, the Tenant understands that the Owner may take all legal steps necessary to collect rent, including but not limited to, instituting court action under the Pennsylvania Landlord-Tenant Act for eviction and recovery of possession of the property and money damages.

Loss of financial aid disbursed by the government or college because of the student’s failure to qualify for said aid is not an excuse for release from the Rental Agreement. No exceptions will be accepted. Full rent for term must be paid. For any possible remaining term, a new tenant must be found by current lease holder and approved by Owner/Landlord to sign new lease. This will include an additional charge of \$200.00 for new lease agreement. If a student fails to move in or vacates the premises and the opening in not filled, the rent will not be refunded and the remaining of the term will be owed by tenant. No security deposit will be refunded in this instance. If rent has not been paid by students who vacate and the rent cannot be collected by Owner after a reasonable effort for collection, the student is now susceptible to judgments set forth above.

4. Parental Guarantee: Tenant agrees that his/her parent(s) will sign a Guarantee to ensure the enforcement of this lease. The Guarantee must be signed and returned within 10 days of the signing of the lease. If the Guarantee is not received by the Owners within 10 days, the Owners may exercise the option of invalidating the lease agreement.

5. Security Deposit: The Tenant signing this lease shall pay (\$500.00 each) as a security deposit at the time of signing of this lease. The security deposit shall be held by the Owners as security for the payment

of all rent and other amounts due from Tenant to the Owners, for terms of this lease, and against any damages caused to the Premises or any other part of the Owners' property by Tenant, their 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 the Owners, or any other expense incurred by Tenant during the term of the lease, without the Owners written consent. Within thirty (30) days following termination of this lease, the Owners shall return the security deposit to the Tenant, less any deductions from it due to amounts owed by Tenant(s) to the Owners. Security Deposit is forfeited in the event the student fails to move in or vacates premises prior to lease end.

6. Cost of utilities: Tenant understands that the equipment for utilities to serve the Premises is installed and Tenant agrees that the cost of the utilities shall be paid as follows:

Cable	to be paid by Tenant
Telephone	to be paid by Tenant
Garbage	to be paid by Landlord
Sewer charge	to be paid by Landlord
Gas (if applicable)	to be paid by Tenant
Electricity	to be paid by Tenant
Water	to be paid by Landlord

Tenant agrees that the Owners shall have the right to temporarily stop the service of electricity, water or gas in the event of accidents or emergencies or to facilitate repairs or alterations made on the Premises. The Owners shall have no liability for failure to supply heat, electricity, hot water or other services or utilities when such failure is necessary to make repairs or is beyond the Owners' control.

7. Occupancy of the premises: The Premises is to be used as a residence only and only by the Tenant(s) who has/have entered into a current Lease Agreement for the specified apartment. Moving in will be permitted on the day that the lease takes effect. Moving out day is no later than the last day the lease is in effect. Tenant shall notify Owner in advance when Tenant's anticipated move-out day is. Failure to notify Owner of your move-out day by the end of the lease shall result in rent for an additional term.

8. Use of Premises: Tenant agrees to use the Premises only as the personal residence of Tenant, and not to assign this lease or sublet the Premises, without the written consent of the Owners.

9. Alterations to the Premises are prohibited: Tenant agrees not to alter or make additions to the Premises, its painting or its fixtures and appliances without the Owners' written consent. Tenant agrees not to do or permit others to do any act or practice causing damage to the Premises, or which may be unreasonably disturbing to other Tenants, or which may affect the insurance on the building, or which is contrary to any law.

10. Maintenance and repairs: Major maintenance and repairs of the Premises, not due to Tenants' misuse, waste, or neglect or that of their family or guests, shall be the responsibility of the Owners. Tenant agrees to use due care in the use of the Premises, the appliances within the Premises, and all other parts of Owners' property. Tenant agrees to give notice to the Owners of the need for repairs. Tenant will pay for all repairs to the Premises, its contents, and to all other parts of Owners' property which are necessitated by any act or lack of care on the part of Tenant, members of Tenant's family or guests within five days of being presented with a bill from the Owners. Costs of repairs due to willful acts, misuse and neglect will include the cost of materials and labor. The Owners will make necessary repairs to the Premises and appliances within a reasonable time after Tenant(s) notify the Owners of the need for repairs. All light bulbs will be replaced at the expense of Tenants. Tenants will be charged for plumbing repairs if inappropriate objects or excessive hair are found to be in the drains or toilets. Tenants shall be responsible for costs of repairs or replacement of laundry dryer caused by failure to clean lint from the dryer.

11. Tenant property damage or personal injury: Tenant agrees that the Owners shall not be liable for property damage or personal injury occurring on the Premises or elsewhere on Owners' property unless the damage or injury would result directly from the Owners' negligence. The Owners are not responsible for the loss of private property caused by fire or theft. The Tenant should refer to his own insurance or parents' homeowner insurance policy for this type of coverage.

12. Fire or other casualty: If the Premises are damaged by fire or other casualty, the Owners shall make repairs within a reasonable time and rent shall continue unless the casualty renders the Premises uninhabitable, in which case this lease shall terminate and Tenant, upon payment of all rent to the date the Premises are surrendered, shall not be liable for any further rent. If only a portion of the Premises are rendered uninhabitable, the Tenant may, with mutual agreement of Owners, alternatively choose to continue in possession and shall be entitled to a prorated reduction in the amount of rent.

13. Owner's entry into the Premises: The Owners, or any person authorized by him or her shall have the right to enter the Premises at reasonable times to inspect, make repairs or alterations as needed, to enforce this lease and to show the Premises to prospective tenants. The Owners will make all reasonable attempts to notify the Tenants at least 24 hours in advance of entering the premises, except in emergencies, or in cases of blatant lease violations including, but not limited to, excessive noise, beer or alcohol parties, presence of illegal drugs, cats, dogs, damage to the premises, obviously destructive guests, and/or other events that cause or attempt to cause a danger to tenants, the community, or public health and safety.

14. Compliance by Tenant, family members and guests: Tenant agrees to comply with and ensure compliance by members of his/her family, and his/her guests with the occupancy regulations and House Rules, which are printed within this lease and incorporated herein. Tenant shall sign a receipt verifying that Tenant has received the House Rules, which are contained within the Welcome Folder provided within each Premises. Such receipt shall be considered part of this Lease Agreement.

15. Tenant's and his/her guest's behavior and actions: Tenant is responsible for his/her behavior or actions as well as for the behavior and actions of his/her guest(s). Overnight guests shall be permitted, provided such guest(s) stay no more than three (3) consecutive nights at any one time, and no more than fourteen (14) days in any given term, without prior authorization of Owner. Unauthorized overnight guests who exceed these restrictions shall be considered "Tenants" under the terms of this Lease Agreement, and are subject to an assessment of rent, or the Tenant who permits such unauthorized overnight guests shall be subject to additional rent assessment or considered in breach of this Lease Agreement.

16. Parking -- Parking for one vehicle per Tenant will be provided at no cost. One Parking Permit will be given to each Tenant, which entitles the Tenant to one assigned parking space near the entry of the Tenant's assigned apartment.

Any vehicle parked on the property for an extended period (more than 18 hours) without a valid permit may be towed at the vehicle owner's expense. Any vehicle or trailers parked on the grass or in any area not designated a parking area may be towed at the vehicle or trailer owner's expense. Permits must be displayed on the vehicle's rear window at all times. The Owners will not be responsible for towing charges if the permit is not displayed on the Tenant's vehicle and the vehicle gets towed. The Owners will not be responsible for towing charges if an unauthorized vehicle or trailer is on the Premises, and it gets towed.

17: Safe Driving: For the safety of the Tenant, other Tenants, and neighbors, Tenant agrees to drive cautiously and safely through the neighborhood and in the Parking Lot.

18. Snow removal from the Parking Lot is the responsibility of the Tenants. Snow removal from the sidewalks and around each Tenant's vehicle is the responsibility of each Tenant.

- 19. Cutting the grass** is the responsibility of the Owner.
- 20. No pets:** Tenant agrees not to have any pets on the Premises.
- 21. No beer parties, alcohol parties or illegal drugs:** Tenant agrees not to have any beer parties, alcohol parties or loud parties on the Premises. Underage drinking and illegal drugs are not permitted on the Premises.
- 22. Quiet Hours:** Tenant agrees to abide by quiet hours and not to create any loud or nuisance noise between 10:00 p.m. and 6:00 a.m. A fine of \$100.00 will be charged for loud parties, loud car radios, and other disturbing noises.
- 23. Posters:** Tenant may only use soft putty, command strips to hang posters and other items. Thumbtacks, adhesive products or tape is not permitted to hang items from the walls, cabinetry or ceiling. Tenant will be charged for damages from thumbtacks, tapes and adhesive products.
- 24. Garbage Maintenance:** Garbage maintenance is the responsibility of the Tenant. Between scheduled garbage collection days, garbage must be stored in the large plastic cans, using sealed plastic bags/liners and then placed on the walkway for pickup. Garbage pickup day for the California area is every Monday, early in the morning. If any garbage is not taken out on the proper day, Owner will pick up the garbage and dispose of garbage at a cost of \$25 per tenant, payable on the spot. Porch entry areas must be kept clean and free of garbage, or a \$50 cleaning fee will be charged per tenant. If these fees are not collected in a reasonable time frame, the fee will be taken out of the security deposit at a rate of \$100 per tenant.
- 25. Smoking Policy:** Tenants and guests must place spent cigarette butts in the proper place. They are not to be thrown in the yard, parking lot, or street. Tenants will be charged \$25.00 for cleanup costs to remove spent cigarette butts if they are not properly disposed of.
- 26. Smoke detectors:** Integrated electrical smoke alarms are installed in the Premises, and all are in working order. If Tenant becomes aware that a smoke detector is not functioning, the Tenant must immediately inform the Owners. The Tenant(s) must immediately evacuate the Premises when a smoke alarm activates.
- 27. Grilling:** No indoor or outdoor grilling will be permitted unless prior authorization is obtained from Owners.
- 28. Fireworks:** The presence or use of fireworks on the Premises is not permitted.
- 29. Firearms and Guns:** The presence or use of firearms, paint ball guns, bee-bee (BB) guns, or pellet guns on the Premises is not permitted.
- 30. Storage Restriction:** Due to limited space, Tenant is not permitted to store vehicle parts, equipment, wheels, tires or similar components in the apartment, on the porch, in the Parking Lot, or on the apartment grounds.
- 31. This lease is the only agreement:** It is expressly understood and agreed by and between the Owners and the Tenant that this lease and the Rental Application signed by the Tenant are the only promises, agreements, conditions and understandings between Owners and Tenant. There are no promises, agreements, conditions or understandings, either oral or written, between the Owners and the Tenant other than this lease agreement. It is further understood and agreed that no other alteration, amendment, change or addition to this lease shall be binding upon Owners or Tenant unless reduced to writing and signed by the Owners and Tenant.

32. Joint and several liabilities: The term "Tenant", used in this lease, shall refer individually to the person named above and signing this lease, as well as collectively to all persons who have entered into a current Lease Agreement for the specified Premises. The liability of each Tenant shall be joint and several with all other Tenants in the same Premises.

33. Waiver of notice to quit: Tenant waives the usual notice to quit and agree to surrender said premises at the expiration of said term, or at the termination of this lease without any notice whatsoever and expressly waives all notices and demands which may or shall be required by any statute of this Commonwealth.

34. Damage to Owners' property: Any damage to Owners' property not claimed by a specific Tenant will be equally charged to all Tenants.

35. Cleaning the premises: The Premises must be always kept clean by the Tenant(s). Dishes must be washed regularly. Carpets must be vacuumed regularly. Vinyl floors and bathrooms must be cleaned regularly. All trash must be removed regularly. Porches must be kept clean. Used motor oil must be properly disposed of by the Tenant(s).

At termination of the lease, Tenant(s) has/have two options:

1: Cleaning by a professional cleaning service: The cost will be provided by the Owners for cleaning by a professional cleaning service which will be paid by the Tenants.

2: Tenant(s) clean the premises themselves: Owners will provide a list of all cleaning needed to bring the Premises to move in condition. Any cleaning not done properly by the Tenant(s) will be done by a cleaning service of the Owners' choice. The cost of this will be deducted from the security deposit. Minimal fee is \$150.00 for cleaning provided by Owner.

36. Keys: Keys that are assigned to you may not be given to anyone else. Entrance into your locked Premises is by key only. At termination of lease, Tenant(s) must surrender all keys to the owner. Failure to do so shall result in a \$50 charge, which will be withheld from Security Deposit.

Lock-out Fees: Any lock-out service needed will be charged the following: Between the hours of 9:00 am and 5:00 pm will incur a charge of 25.00. Between the hours of 5:00pm and 9:00 am will incur a charge of \$50.00.

37. Tenant abandoning any private property: All private property owned by the Tenant must be removed by the Tenant prior to expiration of the lease. When the lease is terminated or expired, any private property left on the Premises shall be conclusively deemed abandoned if not recovered within 90 days of the termination. Tenant(s) will be charged for removal of private property and all storage fees.

38. Final inspection: Arrangements for final inspection at lease termination must be made between Tenant(s) and Owners.

39. Violations of any term of this lease will be considered a material breach of this Lease Agreement and cause for immediate termination of this lease and immediate eviction.

The Following EXAMPLES are intended solely as guidance to Tenants to avoid those situations that result in Breach of the Lease and Termination or Eviction. This is NOT an exhaustive or complete list and should not be read as such.

What Happens if Tenant Breaks ANY Agreements in this Lease:

- When Tenant does not do something that tenant has agreed to do, Tenant breaks this Lease.

- If Tenant breaks this Lease, Tenant may lose Tenant's security deposit.
- If Tenant breaks this Lease, Landlord has right to pursue legal action to recover ENTIRE lease-term committed funds and/or remove tenant from the leased property.

Tenant Breaks this Lease if Tenant:

- Does not pay rent or other charges to Landlord on time
- Leaves the leased property for good without the Landlord's permission before the end of the Lease.
- Does not leave the leased property at the end of the lease.
- Does not do all the things that Tenant agreed to do in this lease.

40. Notice to Tenant: All notices required to be given by the Owners to Tenant shall be sufficiently given by mailing first class through the U.S. Postal Service, in person, or by leaving the correspondence at or on the Premises. Notices given by Tenant to the Owners must be given by registered mail, and admissible evidence that notice has been given by Tenant shall be a registered mail return receipt by the Owners, or as otherwise required or stated in the Welcome Folder.

THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 2023.

Owner/Landlord:

Timothy P. Rakosky _____ Date: _____

P.O. Box 610
Roscoe, PA 15477

Phone 724-938-2251

Fax 724-938-9247

Website: www.rakoskyrentals.com

E-Mail: rent@rakoskyrentals.com

Tenant Name (Print): _____ Date _____

Tenant Signature: _____

Home address: _____

E-mail address: _____

Home phone: _____

Tenant Cell phone: _____

Tenant Name (Print): _____ Date _____

Tenant Signature: _____

Home address: _____

E-mail address: _____

Home phone: _____

Tenant Cell phone: _____

Tenant Name (Print): _____ Date _____

Tenant Signature: _____

Home address: _____

Email Address: _____

Home Phone: _____

Tenant Cell Phone: _____

SAMPLE