

BUCKNELL STUDENT LANDLORD ASSOCIATION STANDARD FORM OF LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease"), dated as of _____, is by and between

as "Tenant," and

_____, as "Landlord"

Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

1. PROPERTY

Landlord agrees to rent to Tenant the following residential apartment (hereinafter referred to as the "Property"):
_____ in Lewisburg, Pennsylvania.

2. STARTING AND ENDING DATES OF LEASE

- A. **Starting Date:** This Lease starts on _____ at 12 Noon. Tenant is responsible for making arrangements with Landlord to pick up the keys for the Property.
- B. **Ending Date:** This Lease ends on _____ at 12 Noon (unless the Landlord elects to terminate this Lease earlier than such date as described below)
- C. The period between the Starting Date and the Ending Date is referred to as the "Term."

3. RENT

- A. The total amount of rent due over the Term of this Lease is \$ _____
 - B. Rent shall be paid in ____ installments, as follows:
 - The first installment is due on _____
 - for the period covering _____ through _____: \$ _____
 - The second installment is due on _____
 - for the period covering _____ through _____: \$ _____
 - The third installment is due on _____
 - for the period covering _____ through _____: \$ _____
 - The fourth installment is due on _____
 - for the period covering _____ through _____: \$ _____
 - The fifth installment is due on _____
 - for the period covering _____ through _____: \$ _____
 - C. Tenant pays a late charge of \$ 25.00 per day* if rent is more than seven (7) business days late.
- Tenant makes payments to: _____ (* Not to exceed total of \$100.00)

4. BEFORE MOVING IN, TENANT PAYS

- | | | | | |
|--|----|-------|----|-------|
| A. Part of a month's rent if Tenant takes possession before the beginning of the Term: | \$ | Paid | \$ | Due |
| B. Rent: | \$ | _____ | \$ | _____ |
| C. Security Deposit : Due upon signing of lease. | \$ | _____ | \$ | _____ |
| Total rent and security deposit received to date | \$ | _____ | \$ | _____ |
| Total amount outstanding before Tenant moves in | | | \$ | _____ |

5. USE OF PROPERTY

- A. The Property shall be used as a residence and for no other purpose.
- B. Not more than 3 people will live at the Property.

6. UTILITIES, SERVICES AND APPLIANCES

A. Landlord will pay for:

- | | | |
|---|--|---|
| <input type="checkbox"/> Cold water | <input type="checkbox"/> Hot water | <input type="checkbox"/> Trash removal |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Heat | <input checked="" type="checkbox"/> Lawn and shrubbery care |
| <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Snow removal | <input type="checkbox"/> Water costs over yearly charge |
| <input checked="" type="checkbox"/> Heater maintenance contract | <input type="checkbox"/> Sewage | <input type="checkbox"/> Other _____ |

B. Tenant will pay for:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Cold water | <input checked="" type="checkbox"/> Hot water | <input checked="" type="checkbox"/> Trash removal |
| <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Heat | <input type="checkbox"/> Lawn and shrubbery care |
| <input checked="" type="checkbox"/> Electricity | <input type="checkbox"/> Snow removal | <input type="checkbox"/> Water costs over yearly charge |
| <input type="checkbox"/> Heater maintenance contract | <input checked="" type="checkbox"/> Sewage | <input type="checkbox"/> Other _____ |

C. Landlord is supplying the following appliances for Tenant's use: _____ (Washer and dryer for tenant use only.) Landlord agrees to maintain the appliances in working order.

D. If there are appliances located at the Property other than those specifically supplied by Landlord as identified above, Tenant may use such other appliances but Landlord is not obligated to repair or maintain those appliances.

E. Tenant is responsible for having utilities activated in their name as of the first day of the Term.

F. Tenant acknowledges that the sewer and garbage bills can be held as municipal liens against the Property. As such, these bills will be mailed directly to Landlord and Landlord will look to Tenant for reimbursement (either by billing Tenant or deducting the cost from the security deposit at the end of the Term).

7. CONDITION OF PROPERTY

Tenant understands that Landlord will make no repairs, additions, or changes to the Property before Tenant moves in except as follows:

8. LEAD BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead based paint hazards in the dwelling.

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards at the Property. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards at the Property.

Tenant, by signing this Lease, acknowledges receipt of the Disclosure attached as Exhibit D, and has been provided a pamphlet entitled Protect your Family from Lead in your Home.

9. RULES AND REGULATIONS; TENANT'S CODE OF CONDUCT

- A. The Rules and Regulations for use of the Property are specified on Exhibit "A" to this Lease.
- B. Tenant promises to obey the Rules and Regulations.

- C. Landlord cannot change the Rules and Regulations unless the change benefits the Tenant or improves the health, safety, or welfare of others.
- D. **By signing this Lease Tenant is also agreeing to abide by the Tenant's Code of Conduct attached to this Lease as Exhibit "B."**
- E. Landlord considers the Rules and Regulations and the Tenant's Code of Conduct to be integral to this Lease. SIGNIFICANT AND/OR REPEAT VIOLATIONS OF THE RULES AND/OR THE CODE OF CONDUCT WILL ENTITLE THE LANDLORD TO PURSUE LEGAL ACTION TO TERMINATE THIS LEASE.
- F. Any criminal or summary charges filed against Tenant for a violation of any noise or trash ordinances, or for disorderly conduct offenses, shall be interpreted as a breach of this Lease and shall be grounds for eviction.
- G. Any fines imposed on Landlord by the Borough of Lewisburg resulting from Tenant's conduct will be billed to Tenant or deducted from the security deposit.

10. TENANT'S CARE OF PROPERTY

Tenant, Tenant's family and guests agree to obey all laws, Rules and Regulations that apply to Tenant.

- A. Tenant **will**:
 - (1) Keep the Property clean and safe.
 - (2) Get rid of all trash, garbage and other waste materials as required by Landlord and the law.
 - (3) Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property.
 - (4) Tell Landlord immediately of any repairs needed.
- B. Tenant **will not**:
 - (1) Keep any flammable materials on the Property.
 - (2) Willfully destroy or deface any part of the Property.
 - (3) Disturb the peace and quiet of other tenants or neighbors.
 - (4) Make changes to the Property, such as painting or remodeling, without the written permission of Landlord. Tenant understands that any changes or improvements will belong to the Landlord.
- C. Repairs by Tenant: Tenant will pay to repair any damage to the Property or to any item in or on the Property that Tenant or Tenant's guests cause through a lack of care, wrongful or malicious behavior.

11. LANDLORD'S OBLIGATIONS; CODE OF CONDUCT

- A. Landlord will keep the Property in reasonable condition as required by law.
- B. Landlord will keep all the structural parts of the Property in working order, including:

Ceilings	Steps
Porches	Floors
Windows	Walls
Roof	Doors
- C. Landlord will keep all systems, services and facilities in good working order, including:

Sanitary	Drainage
Heating	Electrical
Water heating	Ventilation
Plumbing	
- D. Landlord will keep Property reasonably free of pests, rodents and insects.
- E. Landlord will supply utilities and services as listed in paragraph 6 (Utilities and Services) of this Lease, unless the service is interrupted by circumstances beyond the Landlord's control.
- F. Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant
 - (1) complains to a government agency or to Landlord about a building or housing code violation.
 - (2) organizes or joins a Tenant's organization.
 - (3) uses Tenant's legal rights in a lawful manner.
- G. **By signing this Lease, Landlord is agreeing to abide by the Landlord's Code of Conduct attached to this Lease as Exhibit "C."**

12. LANDLORD'S RIGHT TO ENTER

Tenant agrees to let Landlord and Landlord's representatives enter the Property at reasonable hours upon reasonable prior notice (except in the event of an emergency) to inspect, repair, or show the Property to prospective buyers and/or tenants.

13. SECURITY DEPOSIT

- A. The security deposit is an amount that the Landlord holds for protection against potential damages to the Property or breach of the Lease. In order to have the security deposit returned at the end of the Term, you must honor all terms of this Lease.
- B. Tenant, upon vacating the Property following the Term, shall be responsible for cleaning the Property (including carpet cleaning) to the reasonable satisfaction of the Landlord. If the Property is not cleaned to the Landlord's reasonable satisfaction, the Landlord will clean the Property and will deduct the cost from the security deposit.
- C. Landlord has thirty (30) days following the end of the Term to (i) return the security deposit if there is no material damage to the Property (normal wear and tear expected), utility bills have been paid and all keys have been returned, or (ii) send you a list of damages, notice of the amount being deducted for repairs and the remainder of the security deposit, if any.
- D. Landlord cannot make Tenant pay a security deposit of more than two-month's rent the first year, and one-month's rent after the first year. After five years, the security deposit cannot be raised, even if the rent is raised.
- E. When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's mailing address where Landlord can return the security deposit.

14. POSSESSION

- A. Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- B. If Tenant cannot move in because previous tenant is still in possession of the Property or because of property damage, Tenant and Landlord will change the starting date of the Lease to the day when Property becomes available. Tenant will not owe rent until Property is available.

15. PROPERTY INSURANCE INCREASES

Tenant shall refrain from engaging in any activities which increase the property insurance premium.

16. NO PETS

Tenant will not keep pets of any kind on any part of the Property.

17. SMOKE DETECTORS

Tenant shall periodically inspect the smoke detectors and shall replace batteries as needed. Landlord shall not be responsible for the malfunctions of smoke detectors whether because of weak, defective, missing or inoperable batteries. Should Tenant fail to keep a charged battery in the detector or allow any damage to the smoke detector, Tenant shall pay, in addition to the repair cost, all charges or fines imposed by any regulatory authorities. **SMOKE DETECTORS ARE REQUIRED BY LAW. DO NOT DISCONNECT THEM.**

18. FIRE OR OTHER DAMAGE

- A. If the Property is accidentally damaged (fire, flood, etc.):
 - (1) Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then this Lease is ended; OR
 - (2) If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.
- B. If this Lease is ended pursuant to this paragraph 18, Landlord will return any unused security deposit or advanced rent to Tenant.
- C. If Tenant and/or Tenant's family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

19. AFTER NOTICE TO END LEASE

- A. Landlord may show the Property to possible tenants. Tenant does not have to allow possible tenants to enter unless they are with the Landlord and/or a representative of Landlord, after reasonable notice is given.
- B. Landlord may put up For Sale or For Rent signs on or near Property in accordance with applicable law.
- C. Tenant agrees to move out peacefully at the end of the Term.

20. IF TENANT BREAKS LEASE:

- A. **Tenant breaks this Lease if:**
 - (1) Tenant does not pay rent or other charges.
 - (2) Tenant leaves Property permanently before the end of this Lease.
 - (3) Tenant does not move out at the end of the Term.
 - (4) Tenant fails to do anything Tenant agreed to in this Lease.

- B. **Non-Payment of Rent:** If Tenant breaks Lease by not paying rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Landlord shall give Tenant ten (10) days written notice of non-payment of rent. If rent has not been paid within ten (10) days, Landlord may pursue legal remedies to terminate the tenancy. Landlord may report Tenant's payment history to the credit bureaus.
- C. **Other Lease Violations:** If Tenant breaks any other term of this Lease, Landlord must give Tenant written notice describing the violation and giving Tenant TEN (10) DAYS to correct the problem. If Tenant does not correct the problem within ten (10) days, Landlord may pursue legal remedies to terminate the tenancy. If the situation is an emergency, ie., health, safety or sanitation is threatened, Tenant shall have twenty-four (24) hours to correct the problem or Landlord may correct the problem as necessary.
- D. **If Tenant breaks Lease for any reason, Landlord may:**
 - (1) **Get back possession of the Property by going to court to evict Tenant.** If Landlord hires a lawyer to start eviction, Tenant agrees to pay the Landlord's reasonable attorney's fees and costs.
 - (2) **Keep such portion of Tenant's Security Deposit to cover repairs, damage, normal wear and tear excepted, and/or unpaid rent.**

21. SALE OF PROPERTY

- A. If the Property is sold, on the date of settlement, Landlord will give Tenant in writing:
 - (1) The name, address, and phone number of the new landlord.
 - (2) Where rent is to be paid.
 - (3) Notice that the security deposit has been given to the new landlord, who will be responsible for it.
- B. Tenant agrees that Landlord may transfer Tenant's security deposit and any advanced rent to the new landlord.
- C. Tenant understands that Landlord will have no duties regarding this Lease after the Property has been sold.
- D. Landlord agrees to require any new landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.

22. IF GOVERNMENT TAKES PROPERTY

- A. The Government or other public authority can take private property for public use. The taking is called *condemnation*.
- B. If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advanced rent.
- C. No money paid to Landlord for the condemnation of the Property will belong to Tenant.

23. SUBLEASING AND TRANSFER

- A. Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
- B. Tenant may not transfer this Lease or *sublease* (rent to another person) the Property without Landlord's written permission, such consent not to be unreasonably withheld.

24. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER

Landlord may have a mortgage on the Property. If so, Landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease.)

TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE.

25. AGENT

- A. Landlord's Agent is Same As Owner. The Agent is the agent of and for the Landlord.
- B. The Agent may perform services to assist unrepresented parties in complying with the terms of this Lease.

26. MEDIATION

- A. *Mediation* is a way of resolving problems. A *mediator* helps the disputing parties reach an agreeable solution without having to involve the courts.
- B. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program offered by the local association of REALTORS® or to another mediator. Landlord and Tenant can agree to mediation as part of this Lease (by signing a mediation form to attach to this Lease), or they can sign an agreement to mediate after a dispute arises.

27. INSURANCE AND RELEASE

- A. Tenant understands that
 - (1) LANDLORD’S INSURANCE DOES NOT COVER TENANT, TENANT’S PROPERTY, OR GUESTS.
 - (2) TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT’S PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.
- B. Landlord is responsible for any injury or damage that results from Landlord’s carelessness.
- C. Tenant is responsible for any loss to Landlord that Tenant, Tenant’s family or guests cause.

28. CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs.

29. INDEMNIFICATION; LANDLORD’S LIABILITY

Tenant agrees to indemnify and save Landlord harmless from all liability loss or damage arising from any nuisance or act made or suffered at the Property by Tenant (including Tenant’s family, friends, visitors, invitees, etc.), and any carelessness or neglect in any part of the Property within the control of Tenant shall be at the sole risk of the Tenant. Landlord shall not be liable for damage or loss of Tenant’s property of any kind which may be lost, stolen, damaged or destroyed by fire, water, steam, defective refrigeration or otherwise.

30. ENTIRE AGREEMENT

This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease.

NOTICE BEFORE SIGNING: IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO CONSULT AN ATTORNEY.

31. DISCLAIMER

This Lease has been prepared using the standard form of lease of the Bucknell Student Landlord Association (the “BSLA”) and may include minor modifications to the standard form of lease made by Landlord. The BSLA is an organization comprised of landlords, students, residents, merchants, realtors and others with an interest in preserving and enhancing the off-campus living experience for Bucknell students. Membership is free and meetings are open to all. The BSLA, however, is not affiliated with Bucknell University and the University is in no way involved in this Lease.

{SIGNATURES ON FOLLOWING PAGE}

Landlord:

Date: _____
By: _____
Name: _____
Title: Proprietor
Address: _____

Phone: _____

Tenants:

Date: _____
Tenant Name (Print): _____
E-mail (Mandatory): _____
Phone: _____

Signature: _____

Permission to talk to parents: Circle One YES NO

Date: _____
Tenant Name (Print): _____
E-mail (Mandatory): _____
Phone: _____

Signature: _____

Permission to talk to parents: Circle One YES NO

Date: _____
Tenant Name (Print): _____
E-mail (Mandatory): _____
Phone: _____

Signature: _____

Permission to talk to parents: Circle One YES NO

EXHIBIT "A"

Rules and Regulations

Tenant agrees to the following Rules and Regulations. Tenant and Tenant's guests **shall not:**

1. Make or allow any disturbing noises. They shall not do or allow anything that interferes with the rights, comforts, or convenience of other tenants or neighbors. If noise levels from the Property disturb neighbors requiring police intervention, Tenant will be considered in default under this Lease.
2. Smoke in the unit. If tenant or tenant's guest smokes, do so outside and dispose of cigarette butts in the proper manner.
3. Sweep or throw any dirt or other substance out of the Property onto any balconies or the street.
4. Place any garbage can, kitchen supplies, ice, bicycles, coolers, kegs, laundry, furniture of Landlord or any other articles on the balconies, in the halls or on the staircase landings.
5. Hang anything from the balconies, balcony railings, or in the windows except window treatments provided by Landlord and shall place nothing upon the windowsills. No one shall come in to the apartment or leave it by a window, except for emergencies. No wall tapestries or similar wall hangings are permitted.
6. Use the commode, bathtub and other water apparatus for any other purpose than that for which they are constructed. Tenant shall properly dispose of sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags or any other articles. Tenant shall pay for any damage or repairs resulting from misuse.
7. Dispose of garbage, refuse and other waste matter anywhere except in proper trash receptacles. Tenant will pay Landlord's charges for improper disposal of trash or recyclables.
8. Damage or remove any plants. Tenant is responsible for all damages resulting from this conduct.
9. Add, remove, or change any locks. If Tenant wishes to change or add locks, Tenant must confirm intention with Landlord and all lock changes are handled through A-1 Lock and Key at the Tenant's expense and must be put on Landlord's Master Key System with a copy of the new key given to the Landlord. No unauthorized locks, hasp locks or any other type of lock will be acceptable and will be removed at the Tenant's expense.
10. Park or store any truck, trailer or disabled motor vehicle in any parking area. There will be no unregistered or uninspected vehicles on or at the Property.
11. Barbecue on any balcony, terrace or porch within the Property.
12. Store any paint, oil, gasoline, propane or flammable materials, nor use kerosene, electric, quartz, or gas heaters at or in the Property.
13. Have water-filled items including beds, chairs, pools, spas, anywhere in the Property or the balcony (if any). The list of items is illustrative only, and this Rule applies to all such items whether listed or not.
14. Leave bicycles on any porch or balcony, nor at any exterior railing, tree, shrub, sign post, etc.
15. Tamper with fire alarms, carbon monoxide/smoke detectors, smoke heads, sprinkler heads, firebox cabinets or any other such equipment. Tenant shall pay for any damage caused by any violations.
16. Have any open flames, lit candles or heat-activated scents in the unit at any time.
17. Remove any window screens for any reason.

- 18. Possess any firearms or other weapons.**
- 19. Break any law, ordinance, municipal or code regulation, or any lawful order of persons with law enforcement authority.**
- 20. Attach radio or television antennae or satellite reception dishes to the Property without the owner's permission.**
- 21. Possess or use any halogen lamps in the Property.**
- 22. Place indoor style furniture on the exterior of the Property, including balconies, patios and porches. Tenant will also not place any inappropriate furniture or items on the porches or in the yard.**
- 23. Allow more than three (3) guests per occupant at any time. No large parties, beer kegs or party balls of any size are permitted in or at the Property.**
- 24. Use 2 sided tape or "stickums". Any use of 2 sided tape or "stickums" will result in tenant being charged to repaint the entire wall that the adhesives were used on. DO NOT USE SUCH ADHESIVES.**

EXHIBIT “B”

Tenant’s Code of Conduct

Included In Exhibit “ A”

EXHIBIT "C"

Landlord's Code of Conduct

- 1. Landlord is committed to providing a clean, safe, attractive and comfortable living environment that is in keeping with the stature of Bucknell University.**
- 2. Landlord is similarly committed to being a good neighbor to all residents and merchants in the Borough of Lewisburg.**
- 3. Landlord will be responsive to complaints and concerns, including the complaints and concerns of the Borough, the University and tenants (including parents and legal guardians). Landlord subscribes to the Bucknell Student Landlord Information Hotline, Tel No. N/A. In the event of an emergency, the Hotline will have a phone number where Landlord can be reached 24 hours per day.**
- 4. Landlord will comply with all applicable laws, including, without limitation, local housing and safety ordinances.**
- 5. Landlord will abide by all rules, requirements and procedures established from time to time by Bucknell University concerning off-campus housing.**
- 6. Landlord will utilize only the Standard Form of Lease Agreement promulgated and approved by the Bucknell Student Landlord Association.**
- 7. Landlord will conduct regular safety inspections and will notify its tenants immediately of any safety concerns observed by Landlord. Landlord will provide copies of its written inspection reports to its tenants upon request.**
- 8. Landlord will maintain all yards, grass and shrubs, all exterior facades and will also remove snow and ice as required by the Borough of Lewisburg.**