

LEASE

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. EACH TENANT SHOULD READ THIS LEASE CAREFULLY.

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

1. NAMES OF LANDLORD AND TENANT

Name of the landlord: Chuck Johnson and Virginia Johnson

Name(s) of the tenant(s): Central Intermediate Unit #10 Attention:

2. LEASED PREMISES

The leased premises is the place that landlord agrees to lease to tenant. The leased premises is:

110 South Second Avenue, Apt. 4 (Rear B), Clearfield, PA 16830

3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on September 1, 2019

This lease ends on August 31, 2020

Thirty days written notice is required regardless of when tenant elects to end his residency. Thus, written notice must be given by August 1, 2020 if tenant intends to vacate the apartment on the ending date of the lease. NOTE: Tenancy continues and rent continues to accrue (beyond the 30 days notice) up to and including the date Tenant hands over possession of the apartment to the Landlord by turning in the keys.

4. RENT

The amount of rent is: \$435.00 per month. Tenant agrees to pay the monthly rent in advance on or before the 1st day of each month. Landlord does not have to ask (**MAKE DEMAND UPON**) tenant to pay the rent. Tenant agrees to pay the rent by first class mail postage prepaid or in person to landlord. Rent payments may be mailed to Chuck and/or Virginia Johnson at 26 Harold Bundy Road, DuBois, PA 15801.

Tenant agrees to pay **ADDITIONAL RENT** equal to 5% of the rent for each month that the rent is not paid by the 5th of the month. Tenant further agrees to pay another 5% in **ADDITIONAL RENT** for each month that the rent is not paid by the 10th of the month (total additional rent equal to 10% of the monthly rent). Rent paid after the 10th of the month must be paid by cash, money order or cashier's check. If tenant mails the rent to landlord, the date of payment will be the date the letter is postmarked.

In the event that two of tenant's checks are dishonored during any 12 month period, the tenant shall be required to make all future payments via cash, money order or cashier's check. In addition, tenant is responsible for any bank charges deducted from or charged to the landlord's account as a result of the dishonored checks.

5. SECURITY DEPOSIT

Tenant has paid a security deposit in the amount of \$425.00 prior to or at the signing of the first lease. Landlord can take money from the security deposit to pay for any damages caused by tenant, tenant's family and tenant's guests. Landlord may take the security deposit to pay for any unpaid rent. In the event of Tenant terminating the lease before August 31, 2020, the security deposit is forfeited in its entirety and it will not be applied to any funds due for damages or back rent.

If the lease is terminated at or after the ending date of the lease, after taking out for damages and unpaid rent, **landlord** agrees to send to **tenant** any security deposit money left over. **Landlord** will send the remaining security deposit money to **tenant** no later than 30 days after the lease ends, the key(s) have been returned and **tenant** leaves. **Landlord** also agrees to send to **tenant** a written list of damages and amounts of money taken from the security deposit. A fee in the amount of fifty (\$50.00) dollars will be deducted from the security deposit to change the locks. If the electric is taken out of the tenant's name by the tenant, this will constitute as a breach of the lease and will serve as notification that the tenant has vacated the property and abandoned the premises and the **Landlord** will take immediate possession of the property with no further rights to the tenant.

Tenant agrees to give **landlord** a written forwarding address when **tenant** leaves and the lease ends. **Tenant** may not use the security deposit as payment of the last month's rent.

6. LANDLORD'S DUTY AT THE START OF THE LEASE

Landlord agrees to give **tenant** possession of the leased premises on the starting date of the lease. The lease will start even if **landlord** cannot give **tenant** possession of the leased premises because the prior **tenant** is still in the leased premises or the leased premises is damaged. **IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION OF THE LEASED PREMISES TO TENANT.**

7. DAMAGE TO LEASED PREMISES

Tenant agrees to notify **landlord** immediately if the leased premises is damaged by fire or any other cause. **Tenant** agrees to notify **landlord** if there is any condition in the leased premises that could damage the leased premises or harm **tenant** or others. If **tenant** cannot live in the whole leased premises because it is damaged or destroyed, **tenant** may:

1) live in the undamaged part of the leased premises and pay less rent until the leased premises is repaired.

OR

2) end the lease and leave the leased premises.

Tenant agrees that if the leased premises is damaged or destroyed and **tenant** ends the lease, **landlord** has no further responsibility to **tenant**.

8. INSURANCE

Landlord agrees to have insurance on the building where the leased premises is located. **Tenant's** own property is not insured by **landlord's** insurance. **Tenant** is responsible for **tenant's** own property that is located in the leased premises and is advised to obtain renter's insurance for same.

9. ASSIGNMENTS OR SUBLEASES BY TENANT

ASSIGNMENT (OR ASSIGN) is the legal term for a transfer of the lease from the **tenant** to another person. This other person then becomes the **landlord's** new **tenant** and takes over the lease.

Tenant agrees not to transfer (**assign**) this lease to anyone else without the written permission of **landlord**.

A **sublease** is a separate lease between the **tenant** and another person who leases all or a part of the leased premises from the **tenant**.

Tenant agrees not to lease (**sublease**) all or any part of the lease premises to anyone else without the written consent of **landlord**. **Tenant** agrees that if **tenant** transfers this lease (**assigns**) or leases all or a part of the leased premises to

another (sublease), **tenant** has violated this lease.

10. **RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE**

Landlord is responsible for all damage to property or injury to people caused by **landlord** (or **landlord's** representatives) intentional or negligent acts at the leased premises. **Tenant** is responsible for all damage to the leased premises and injury to people caused by **tenant**, **tenant's** family or guests. Specifically, but not limited to, broken windows, damage to walls, floors, appliances or fixtures, toilet stoppage caused by flushing anything other than toilet tissue or clogs caused by other than water and soap being put down drains.

Tenant agrees that **landlord** is not responsible to **tenant**, **tenant's** family or guests for damage or injury caused by water, snow or ice that comes on the leased premises unless **landlord** was negligent.

11. **USE OF LEASED PREMISES**

Tenant agrees to use the leased premises only as a residence. **Tenant** agrees to obey all federal, state and local laws and regulations when using the leased premises. **Tenant** agree not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises.

Tenant agrees not to do any activities in or around the leased premises which could harm anyone or damage any property.

Tenant agrees that **tenant** will not allow more than _____ person(s) to occupy the leased premises on a permanent basis without the approval & express permission of **landlord**. Violation of this clause of the lease will result in immediate initiation of eviction proceedings.

12. **RULES AND REGULATIONS**

Tenant agrees to obey all rules and regulations for the leased premises. If **tenant** violates any rules or regulations for the leased premises, **tenant** violates this lease.

13. **LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES (SUBORDINATION)**

Subordinate and **subordination** are legal terms that mean that this lease does not have any effect upon the rights of the **landlord's** mortgage company. In other words, **tenant's** rights under this lease are **subordinate** to **landlord's** mortgage company. If **landlord** does not make the mortgage payments, the mortgage company may have the right to end the **landlord's** ownership of the leased premises. If the mortgage company sells the leased premises at a mortgage foreclosure sale, the lease may end.

Tenant agrees that **landlord** has the right to mortgage the leased premises. If **landlord** has a mortgage on the leased premises now, or if **landlord** gets a mortgage in the future, **tenant** agrees that this lease is **subordinate** to the **landlord's** mortgage.

14. **CARE OF LEASED PREMISES**

Tenant is responsible for, and will take good care of, the leased premises and all of the property in and around the leased premises. **Tenant** agrees to pay for any damage caused by **tenant**, **tenant's** family and **tenant's** guests. **Tenant** agrees to turn over possession of the leased premises to **landlord** when the lease ends.

At the onset of the term, **Landlord** shall present the Leased Premises in a clean, livable condition. At the end of said term, or any renewal, these premises shall be delivered up without further notice in as good a condition as at the commencement thereof ordinary wear and tear and unavoidable damage by fire, tempest and lightning excepted. If the Leased Premises are not left in clean, liveable condition by the **Tenant**, **Landlord** shall deduct the costs of clean-up, including but not limited to general cleaning, from the **Tenant's** security deposit.

15. LANDLORD'S RIGHT TO ENTER LEASED PREMISES

Tenant agrees that landlord and landlord's representatives have the right to enter the leased premises at reasonable times. Landlord and landlord's representatives have the right to inspect, to make repairs, to do maintenance, and to show the leased premises to others.

16. UTILITY SERVICES

Landlord and tenant agree to pay for the charges for utilities and services supplied to the leased premises as follows:

<u>Charge or Service:</u>	<u>Paid By:</u>
Television Cable	Tenant
*Electric to Premises	Tenant
Water Service	Landlord
Fuel Oil or Natural Gas	Tenant
Refuse Collection	Landlord
Lawn Maintenance	Landlord
Snow and Leaf Removal	Tenant
Sewer Charges	Landlord
Pest Control Charges	Tenant
Telephone	Tenant
Other:	

Landlord has the right to turn off temporarily any utility or other service to the leased premises in order to make repairs or do maintenance.

17. GOVERNMENTAL POWER OF EMINENT DOMAIN.

Eminent domain is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government.

If all or any part of the leased premises (or the building within which the leased premises is located) is taken by eminent domain, this lease will end automatically. Landlord and tenant agree to release each other from any responsibility because leased premises is taken by eminent domain and the lease has ended.

18. VIOLATIONS OF THIS LEASE

WHEN EITHER LANDLORD OR TENANT DOES NOT DO SOMETHING THAT THEY HAVE AGREED TO DO, IT IS A VIOLATION OF THIS LEASE. IF TENANT VIOLATES THIS LEASE, TENANT MAY LOSE TENANT'S SECURITY DEPOSIT. IF TENANT VIOLATES THIS LEASE, LANDLORD ALSO CAN SUE TENANT FOR OTHER EXPENSES AND MAY SUE TO EVICT TENANT.

EACH TENANT SHOULD NOT SIGN THIS LEASE UNLESS EACH TENANT HAS READ AND CLEARLY UNDERSTANDS THE INFORMATION IN THIS SECTION ABOUT LEASE VIOLATIONS.

THIS IS A JOINT AND SEVERAL LEASE
 THIS IS NOT A JOINT AND SEVERAL LEASE

IF THIS IS NOT A JOINT AND SEVERAL LEASE, THEN THE LANDLORD CAN ONLY SUE ONE TENANT FOR THAT TENANT'S VIOLATION OF THE LEASE.

IF THIS IS A JOINT AND SEVERAL LEASE IT MEANS THAT ALL THE TENANTS AS A GROUP AND EACH OF THE TENANTS AS AN INDIVIDUAL, AS WELL AS ANY CO-SIGNER, ARE RESPONSIBLE TO LANDLORD FOR ALL OF THE AGREEMENTS OF THIS LEASE. FOR EXAMPLE, IF THE RENT IS NOT PAID, LANDLORD CAN SUE ALL OF THE TENANTS (JOINTLY) FOR ANY UNPAID RENT. OR, LANDLORD CAN BRING A SUIT AGAINST ANY ONE TENANT SEPARATELY (SEVERALLY) FOR ALL OF THE UNPAID RENT.

TENANT VIOLATES THIS LEASE IF TENANT:

- 1) FAILS TO PAY RENT OR OTHER CHARGES TO LANDLORD ON TIME OR,
- 2) LEAVES (ABANDONS) THE LEASED PREMISES WITHOUT THE LANDLORD'S PERMISSION BEFORE THE END OF THE LEASE OR,
- 3) DOES NOT LEAVE THE LEASED PREMISES AT THE END OF THE LEASE OR,
- 4) DOES NOT DO ALL OF THE THINGS THAT TENANT AGREED TO DO IN THIS LEASE.

IF TENANT VIOLATES THE LEASE, EACH TENANT AGREES TO WAIVE NOTICE TO QUIT. THIS MEANS THAT THE LANDLORD MAY FILE A COMPLAINT IN COURT ASKING FOR AN ORDER EVICTING EACH TENANT FROM THE LEASED PREMISES WITHOUT GIVING EACH TENANT NOTICE TO QUIT FIRST. LANDLORD DOES NOT HAVE THE RIGHT TO THROW TENANT OUT OF THE LEASED PREMISES (SELF-HELP EVICTION). THE LANDLORD CAN ONLY EVICT TENANT BY COURT ACTION.

THE LANDLORD DOES NOT HAVE THE RIGHT SUE IN COURT FOR EVICTION UNLESS A TENANT HAS VIOLATED THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH TENANT IS WAIVING NOTICE TO QUIT, EACH TENANT WILL HAVE A CHANCE IN COURT TO CHALLENGE THE LANDLORD'S CLAIM FOR EVICTION.

IF TENANT VIOLATES THE LEASE AGREEMENT, THE LANDLORD MAY SUE EACH TENANT IN COURT:

- 1) TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY TENANT'S VIOLATION OF THE AGREEMENTS IN THE LEASE.
- 2) TO RECOVER POSSESSION OF THE LEASED PREMISES (EVICTION).
- 3) TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER PERSON TAKES POSSESSION OF THE LEASED PREMISES AS A NEW TENANT.

Tenant agrees that landlord may receive reasonable attorneys fees as part of a court judgment in a lawsuit against tenant for violation of the agreements of the lease.

19. OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT

Landlord and tenant agree that the additional agreements marked with a "yes" are part of this lease agreement.

- | | | |
|--------|---|-----------------------------------|
| YES—NO | = | CHECK-IN AND CHECK-OUT PROCEDURES |
| YES—NO | = | RULES AND REGULATIONS |
| YES—NO | = | TENANT'S RIGHT TO CONTINUE LEASE |
| YES—NO | = | NO PET AGREEMENT |
| YES—NO | = | SINGLE FAMILY RESIDENCE AGREEMENT |

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

DATE SIGNED 8/24/19

LANDLORD: 

TENANT: _____

Emergency Contact Person* - Required

Name: _____

Address: _____

Telephone #: _____

*The emergency contact person will only be contacted in case of an emergency. Non-payment of rent is considered an emergency.

NO PET RIDER

LANDLORD: Chuck Johnson and Virginia Johnson


TENANT: Central Intermediate Unit #10 Attention:

LEASED PREMISES: 110 South Second Avenue, Apt 4, Clearfield, PA 16830

Tenant agrees that tenant will NOT keep any pets on the leased premises. Tenant agrees that tenant WILL NOT ALLOW tenant's family or guests or others to have pets on the leased premises.

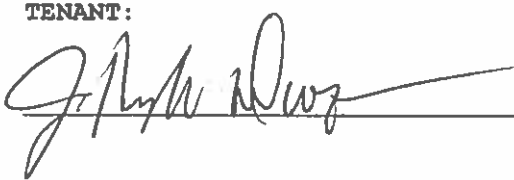
DATE SIGNED BY LANDLORD: 8/24/19

LANDLORD:



DATE SIGNED BY TENANT(S): 9-10-19

TENANT:



TENANTS RIGHT TO CONTINUE LEASE

LANDLORD: Chuck and Virginia Johnson

TENANT: Central Intermediate Unit #10 Attention:

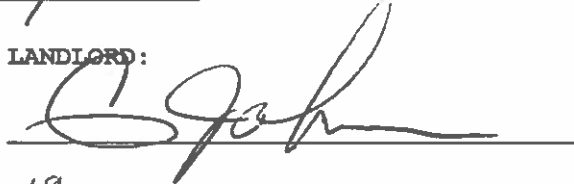
LEASED PREMISES: 110 South Second Avenue, Apt 4, Clearfield, PA 16830

Landlord agrees that tenants have the right have the right to continue this lease by signing a new lease each year. 30 days before the lease is up the Landlord will present you the tenant with a new lease for the next year. IF you do not sign a new lease for the next year be aware that you may be served with an eviction notice to vacate the premises by the end of the month of the present lease.

DATE SIGNED BY LANDLORD:

8/24/19

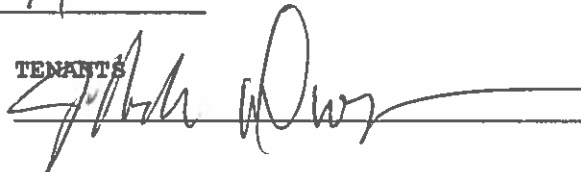
LANDLORD:



DATE SIGNED BY TENANT(S):

9-10-19

TENANTS



LEAD WARNING STATEMENT

LANDLORD: Chuck Johnson and Virginia Johnson

TENANT: Central Intermediate Unit #10 Attention:

LEASED PREMISES: 110 South Second Avenue, Apt 4, Clearfield, PA 16830

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed 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/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning.

LANDLORD'S DISCLOSURE (initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check one below):

Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Landlord has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the housing.

TENANT'S ACKNOWLEDGMENT (initial)

(c) Tenant has received copies of all information listed above.

(d) Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

DATE SIGNED BY LANDLORD: 8/24/19

Landlord

DATE SIGNED BY TENANT(S): 9-10-19

Tenant

SECURITY DEPOSIT REFUND REQUIREMENTS

Name:

Address of Apartment or House:

From: _____ Phone: _____

To insure you receive your full deposit, use this checklist:

- _____ 1. 30-day written notice given on _____
- _____ 2. All walls, floors, and ceilings thoroughly cleaned. Dusted, washed and/or mopped if necessary, fingerprints, marks removed. Nails, staples, fasteners, etc. removed from walls.
- _____ 3. All appliances cleaned (e.g., stove, oven, refrigerator).
- _____ 4. Refrigerator unplugged and left open.
- _____ 5. Kitchen cabinets cleaned, inside and out.
- _____ 6. Fixtures (sinks, toilets bathtub, shower, etc....) cleaned. Do not use harsh abrasive cleansers like Comet. Soft-scrub type products should be utilized.
- _____ 7. All trash, litter and garbage picked up and removed from apartment or house. All furniture and all personal belongings removed from apartment or house
- _____ 8. Any draperies and blinds present at move-in hung back in place.
- _____ 9. All windows washed, window sills cleaned and dust free. Windows and doors closed and locked.
- _____ 10. Any damages to the property reported at least two weeks before move out.
- _____ 11. All keys returned.
- _____ 12. New address provided to landlord. _____

Your security deposit, less any deductions made for failure to complete the above tasks satisfactorily or for damages caused by you, your family or guests, any rent or utility bills still due will be refunded within 30 days after you vacate the premises. An itemized statement detailing reasons for any deductions, if any, made from the security deposit will also be provided.

Fill out and return a copy to me.

Thank you for your cooperation.

Date: