

# ***Connor Rose Realty Inc.***

***917-553-4565***

***ptrckmit1@gmail.com***

**Lessor: Connor Rose Realty Inc.**

**Lessee:**

**Owners agree to lease the premises known as 414 N. Webster, in the city of Scranton, the County of Lackawanna, the State of PA. consisting of 6 rooms and 2 baths.**

**Upon the following Terms and Conditions:**

- |  |                                     |
|--|-------------------------------------|
| (1) Date of signing  |                                     |
| (2) Security Deposit due at signing  | \$1,940.00                          |
| (3) Total utility charge per person for 12 months due on first day of lease. (could increase due to raising energy cost) | \$900.00<br>(gas, water, and sewer) |
| (4) Garbage tax due on June 3, 2018  | \$358.00 per year                   |
| (5) Total rent   | \$24,000.00                         |
| To be paid in quarterly installments of  | \$6,000.00 (each student \$500)     |
| (6) Dates of quarterly rental payments   | June 3, Sept.1, Dec1, March 1       |
| (7) Late fee applicable after 7th day of each Quarter  | \$50.00                             |
| (8) Term of lease  | June 3, 2018 – May 30,2019          |
| (9) Maximum number of residents  | 4                                   |
| (10) Utilities, services, and billings which are the responsibilities of Lessee throughout the year                      | Including, Electric, Phone, Cable   |

**We The Undersigned Agree to the above and attached Terms And Conditions**

Lessor: \_\_\_\_\_

Connor Rose Realty Inc.

Lessee: \_\_\_\_\_

\_\_\_\_\_

## Terms and Conditions

1. **Multiple Occupancy:** It is expressly understood that this agreement is between the Owner and each signatory individually and severally. In the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
2. **Use:** the premise shall be used as a residence for no more than the agreed number, and for no other purpose without the prior written consent of the owner. Occupancy by guest staying over 15 days will be considered to be in violation of this provision unless the owner gives prior written consent.
3. **Pets:** No pets shall be brought on the premise even temporarily without the written consent of the owner. The unauthorized presence of a pet will subject the Resident to penalties, damages, deductions and termination.
4. **House Rules:** The resident agrees to abide by all house rules. The house rules are attached to this Lease.
5. **Health Codes, Ordinances and Statutes:** Owner and resident shall comply with all health codes, ordinances and statutes of all municipal, state, and federal authorities. If actions taken by residents lead to condemnation, termination of this lease will be the sole choice of the owner. No compensation to resident by owner if lease is terminated due to local, state, or federal health codes, ordinances and statutes.
6. **Assignment and Subletting:** Resident may Sublette with consent of owner.
7. **Maintenance, Repairs, or Alterations:** Resident accepts the premises as being in good order and repair unless otherwise indicated. Resident shall, at his or her own expense, maintain the premise in a clean and sanitary manner, including all equipment, appliances, furniture, and furnishings therein, and shall surrender the same at termination in as good condition as received, normal wear and tear accepted. Resident shall be responsible for all repairs required for damages caused by his or her negligence and that of his family or invites or guest. Resident shall not paint or make alterations to the premises without the written consent of the owner. Resident shall not remove fixtures, equipment, or appliances from the apartment for any purpose. Resident is responsible for all light bulbs and maintaining smoke detectors. Residents are responsible for all interior door locks. 8. **Repairs and Malfunctions:** Resident agrees to request all repairs and services in writing to the owner or manager except in considerable inconvenience when telephone calls are appropriate. In case of malfunction of equipment or utilities or damage by fire, water or other cause, Resident shall notify manager or owner and owner shall make repairs in due diligence. If the damaged premises is unfit for occupancy, owner may terminate this contract by giving written notice to resident. If it is terminated, rent will be prorated and the balance refunded along with the deposit, less lawful deductions. Installation or maintenance of telephone, cable, or Internet lines are not the responsibility of the owner.
9. **Entry and Inspection:** Resident shall permit the owner or manager to enter the premise at reasonable time and upon reasonable notices for the purpose of inspecting the premise or showing the same to prospective residents or purchasers, or for making necessary repairs. Residents shall not add or change locks.

10. **Garbage:** Resident is fully responsible for disposing of garbage in the proper designated area in a sanitary and neat fashion.
11. **Attorneys Fees:** If legal action is taken by either party to enforce this agreement, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
12. **Waiver:** The failure of owner or manager to enforce any part of this agreement shall not be deemed a waiver, nor shall any acceptance of a partial payment of the rent be deemed a waiver of owner's right to full amount.
13. **Reimbursement by Resident:** Resident agrees to reimburse owner promptly for the replacement cost of any loss, property damage or cost of repairs of service (including Plumbing trouble) caused by negligence or improper use by resident or their guest. Resident shall be responsible for damages from windows or doors left open. Such reimbursement is due upon demand. Failure to make demand damage reimbursement, late payment charges, returned check charges, or other sums due by resident shall not be deemed a waiver and owner may demand same at any time including after move out.
14. **Owner Shall not be Liable:** Owner shall not be liable for any damages or losses to persons or property caused by other residents and other persons. Owner shall not be liable for personal injury or damages or loss of resident's personal property from theft or vandalism. Owner strongly recommends that the resident secure renter's insurance to protect themselves from the above occurrences. If any of the owner's agents are requested to render any service such as moving an automobile, handling of furniture, cleaning, or any other service not contemplated in this contract, such employees shall be deemed the agent of the resident regardless whether payment has been arranged for such service. Resident agrees to hold owner harmless from liability in connection with such service.
15. **Default by Owner:** Owner agrees to: (a) keep all common areas of the apartment complex in a reasonably clean fashion, (b) properly maintain water heater and or air conditioner if provided, (c) abide by all local and state laws regarding repairs, (d) Make reasonable repairs. Subject to Residents obligation to pay for damages caused by resident or their guest.
16. **Default by Resident:** If resident fails to pay rent or other lawful charges when due, or too reimburse owner for damages, repairs, or plumbing services, when he or she or their guest violate this contract or owner's rule's and regulations or applicable state and local laws or if the resident abandons the apartment or if the resident, his family, guest or their occupants threaten or assault or use offensive language against any agent or employee or representative of the owner, the owner may terminate the resident's right to occupy by giving resident notice. The tenant gives up his or her right to notice before the landlord begins with an eviction.
17. **Abandonment:** Abandonment shall have occurred if: (1) without notification, Resident is absent for 30 days rent is due and resident's possessions remain in the apartment., or (2) without notifying owner, resident is absent for 3 days while rent is due and resident's possessions have been removed from apartment. Owner shall retake apartment and attempt to rent it at fair market value. Resident shall be liable for the entire rent due for the remainder of the term, or the cost of re-renting the apartment including rent loss, the cost of restoring the apartment to the condition at the time it was rented, and reasonable fees for re-renting the apartment. If resident left personal property in the apartment, owner shall remove and store it and give resident notice of this action. Resident may obtain property by paying moving and storage costs. If resident fails to claim

property within 30 days of notice, owner shall make a reasonable effort to sell the property at its fair market value and apply the proceeds toward any amount the resident may owe.

**18. Utilities:** Resident agrees to pay for all utility charges assigned to him or her as per rental agreement

#### **Additional Terms and Conditions**

## **Apartment Rules**

1. Any criminal conduct on the part of a tenant (e.g. selling alcoholic beverages to minors) will result in eviction from the residence.
2. Kegs of beer are discouraged in the residence. The assistance of the City of Scranton Police Department , University of Scranton, and parents will be sought in the case of problems arising in this area.
3. Any large party involving 10 or more guest must be approved by the owner or manager in advance
4. Garbage and trash must be placed in plastic garbage bags and tied or in garbage containers and set by the street curb on Wednesday evening for pickup on Thursday morning
5. The interior of the residence must be maintained in a neat and orderly fashion at all times.
6. Tenants may not be on the roof of any residence at any time.
7. Lease agreements pertaining to payment of rents must be adhered to or the appropriate penalty fees will have to be accessed
8. The integrity of the neighborhood must be respected as far as noise and the basic dictates of courtesy are concerned. Noise problems are particularly unacceptable after the hour of 11:00 PM
9. Utility bills must be paid on a timely basis
10. No more than the number of tenants who have signed the lease may reside in the residence
11. No outdoor grills allowed
12. Only outdoor furniture allowed on porches

## Security Deposit Agreement

I shall deposit with the owner or manager the required security deposit, this deposit cannot be used by tenant to pay monthly rent.

Upon termination of tenancy, Owner may deduct from the security deposit amount sufficient to pay:

1. Any damages sustained by owner as a result of any non-fulfillment of previous payments by resident
2. Any damages to the premise for which resident is responsible
3. Any unpaid bills by the resident which become lien against the premises which may include, without limitation, Scranton Sewer Bill
4. Any cost of re-renting the premise after breach of rental agreement by tenant
5. Any legal cost incurred by owner connected with the termination or the residency or regaining possession of the premise.
6. Any cost incurred in cleaning of the premise
7. Any cost incurred in replacing locks or keys for any reason
8. Any cost of removing refuse from outside the building as a result of moving out

Upon Termination of Residency, a written itemization of any deductions from the security deposit and reasons together with any remaining balance will be refunded to tenant within 30 days of the receipt of the renter's new address.

In the event the owner does not receive the notification of the renter's new address within 30 days after the termination of residency, then owner shall be under no obligation to release any amount of the security deposit and said security deposit shall be deemed non-refundable there-after, and shall become the sole property of the owner

Personal information, contact information.

