

## RESIDENTIAL LEASE AGREEMENT

### 1. NAME OF LANDLORD AND TENANT(S)

Name of Landlord: **Eagle Point Management, Inc.** hereinafter "Landlord," "Management" or "Owner"

Name(s) of Tenant(s) (print please): \_\_\_\_\_

### 2. LEASED PREMISES

The leased premise is the place that the Landlord agrees to lease to the Tenant.

The leased premise is:

### 3. STARTING AND ENDING DATES OF THE LEASE AGREEMENT

The lease starts on August 19, 2019.

The lease ends on May 9, 2020

The term of this agreement will be for the academic year (2 semesters; Fall & Spring).

### 4. RENT

**The amount of rent is \$XXXX per person per semester.**

This unit is licensed for **X** persons. All spots must have a paying tenant or all other tenants must split the cost of any unaccounted persons.

Fall semester rent is due on or before July 1, 2019. Spring Semester is due on or before October 1, 2019. Landlord does not have to ask (make demand unto) the tenant to pay the rent. Tenant agrees to pay rent by prepaid first class mail postage or in person to the landlord at the location specified by the landlord. Tenant agrees to pay a LATE CHARGE of \$5.00 per day if tenant fails to pay the rent on time. There is no limit to the total of late charges. If tenant mails the rent to the landlord, the date of payment will be the date postmarked on the letter. Failure to pay these payments by the due dates may result in the Landlord renting to another prospective tenant WITHOUT further notice to the Tenant. Full rent payment is still required even if eviction occurs.

### 5. SECURITY DEPOSIT

Tenant agrees to pay a security deposit of \$400.00 per person. Tenant agrees to pay the security deposit to the landlord when they sign this lease and before landlord gives possession of the leased premises to the tenant. Landlord can take money from the security deposit to pay for any damages caused by the tenant, tenant's family and/or tenant's guests. Tenant agrees if he/she violates this lease, he/she will forfeit their security deposit to the landlord. Landlord may take the security deposit to pay for any unpaid rent. However, tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. After deducting necessary amount for damages and/or unpaid rent, the landlord agrees to send the tenant any security deposit money remaining. Landlord will send the remaining security deposit money to the tenant no later than 30 days after the lease or when tenant vacates. Landlord also agrees to send the tenant a list of damages and amounts of money deducted from the security deposit. Tenant agrees to give the landlord a WRITTEN forwarding address when the tenant leaves and the lease is terminated or ends.

### 6. LANDLORD'S DUTY AT THE BEGINNING OF THE LEASE

Landlord agrees to give the tenant possession of the leased premise on the starting date of the lease. The lease will begin even if landlord cannot give possession of the leased premise because

the prior tenant is still occupying the leased premise or the leased premise is damaged. However, if the landlord cannot give the tenant possession, the tenant does not have to pay the rent until the day the landlord gives possession of the leased premises to the tenant.

#### **7. DAMAGE TO LEASE PREMISES**

Tenant agrees to notify the landlord IMMEDIATELY if the leased premise is damaged by fire or other causes. Tenant agrees to notify the landlord if there is any condition in the leased premises that COULD be a potential cause of damage or danger to the premises, tenant(s), or others. If the tenant cannot live in the whole leased premises because it is severely damaged or destroyed, tenant may:

- 1) Live in the undamaged part of the leased premises and pay a smaller amount of rent agreed on between the landlord and tenant until the leased premises is repaired.
- 2) End the lease and vacate the leased premises.

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

#### **8. INSURANCE**

Landlord agrees to have insurance on the building where the leased premises is located. The tenant's own property is NOT insured by landlord's insurance. Tenant is responsible for his/her own property that is located in the leased premises. This includes tenant's own, tenant's family, or tenant's guest's vehicle(s). Landlord encourages tenant to obtain renter's insurance or similar coverage to protect against the risk of loss.

#### **9. ASSIGNMENTS OR SUBLEASES BY TENANT**

*Assignment* is the legal term for a transfer of the lease from the tenant to another person. This other person than becomes the landlord's new tenant and he/she will be subject to the lease agreement.

Tenant agrees not to transfer (assign) all or part of the leased premises to anyone else without the landlord's written consent.

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

Tenant agrees not to lease (sublease) all or part of the leased premises to anyone else without the written consent of the landlord.

#### **10. ROOMMATES**

Tenant acknowledges Landlord has the right to assign a roommate to any vacant bedroom/exclusive space in the premises before or during the term of this Lease Agreement. Resident is solely responsible for getting along with the roommates, even if Landlord placed a tenant with the other roommates. Landlord shall not be liable for any personal conflict of Tenant(s) with roommates or roommates' guests. Any roommate remediation issue should be directed in writing to Management.

#### **11. RESPONSIBILITY FOR DAMAGES TO PROPERTY OR INJURY TO PEOPLE - INDEMNIFICATION**

Landlord is responsible for all damages to property or injury to people caused by the landlord's (or landlord's representative) intentional or negligent acts at the leased premises. Tenant is responsible for all damages to leased premises and injury to people caused by tenant, tenant's family or guest that may occur on the leased premises. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all damages, to property or person,

resulting from intentional and/or negligent acts and/or omissions of tenant, tenant's family and/or guest(s).

**12. CARE & USE OF LEASED PREMISES**

Tenant agrees to use the leased premise only as a residence. Tenant agrees to obey all federal, local, and state laws and regulations when using leased premises. Tenant is responsible for, and will take good care of the leased premises and all of the property in or around the leased premises. This includes, but is not limited to, trash and/or damage to the hallway, parking lot, walkway and yard. Tenant agrees to pay for any damages caused by the tenant, tenant's family, and tenant's guests. Tenant shall be responsible for any damages or alterations to the premises that occur during the occupancy period, excluding normal wear and tear. Tenant and all other tenants will be held jointly and severally liable for any property damages done to the common areas of the premises and common elements of the building, which includes hallways, stairways, and any entrance. Tenant shall keep the room, furniture and fixtures in good condition. At the end of the term the landlord may, at tenant's expense, restore and repair any damages, which may have been done, or occurred to such property and to the premises. Rooms may not be painted unless written permission from the landlord is received. Tenant agrees to all conditions, rules, regulations, and procedures detailed in the Eagle Point Management Resident Handbook.

**13. CONDITION OF PREMISES**

The leased premises and other areas reserved for tenant's private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. If at any time during the term of this lease, in the Tenant's opinion, the conditions change; Tenant shall promptly provide reasonable written notice to the landlord.

**14. ALTERATIONS AND IMPROVEMENTS**

Tenant agrees not to make any improvements or alterations to the premises without prior written consent of the landlord. If any alterations, improvements or changes are made to or built on or around the premises, with the exception of fixtures of personal property that can be removed without damage to the premises, they shall become the property of the landlord and shall remain at the expiration of the lease, unless otherwise agreed upon in written format. No locks may be added to the premises without prior written permission from the landlord. This includes bedroom door locks. Padlocks are ABSOLUTELY forbidden on any bedroom doors, under state law. They will be removed if they are found and tenant will pay for any repairs made to walls or doors.

**15. PARKING**

Owner may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, and trailers or other vehicles & accessories. Management may have unauthorized or illegally parked vehicles towed under appropriate statute. Tenant agrees to sign and follow the rules of any parking addendum.

**16. OWNERS RIGHT TO VOID LEASE**

Owner reserves the right to void lease, by giving written notice to Tenants, at any time prior to all Deposits being received from all Tenants signing below, and rent the property to other tenants. In this event, this lease becomes Null and Void.

**17. LANDLORD'S RIGHT TO ENTER THE LEASED PREMISES**

Tenant agrees that the landlord and the landlord's representatives have the right to enter the leased premises at reasonable times. This includes, but is not limited to, standard business hours and reasonable hours on weekends. Whenever possible, 24-hour notice will be given prior to Landlord's or Landlord's representative's entering the premises. Twenty-four hour access is

permitted for emergency situations. The landlord and the landlord’s representatives have the right to inspect and to make repairs, to do maintenance and to show the leased premises to other people.

**18. 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 (heat)	Landlord
Water service	Landlord
Natural gas	Landlord
Oil (heat)	Landlord
Refuse collection	Landlord
Lawn maintenance	Tenant
Snow removal	Landlord
Sewer charges	Landlord
Pest control charges (issued by landlord)	Landlord
Telephone/Internet	Tenant
Other	

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

\*\*\*Heat should be on from November 1<sup>st</sup> – April 1<sup>st</sup> at a minimum of 60 degrees Fahrenheit to protect house pipes and flooring from damage.

**19. ABANDONMENT**

If tenant abandons the premises or any personal property during the term of the lease, landlord may enter the premises by any legal means without liability to the tenant and may terminate the lease immediately. Abandonment is defined as absence of the tenant from the premises, for at least thirty consecutive days without notice to the landlord. If the tenant abandons the premises while the rent is outstanding for more than 10 days and there is no reasonable evidence, other than the presence of personal property, that the tenant is occupying the unit, landlord may at the landlord’s option, terminate this agreement and regain possession in the manner prescribed by law. Landlord will dispose of all abandoned property on the premises in any manner allowed by law. Landlord has no duty to re-rent the premises or collect rent for tenant’s benefit. Landlord may re-rent the premise on any terms or conditions he sees fit. Any rent actually received from a new tenant will be applied first to landlord’s expenses of repair and re-rental, and last towards tenant’s remaining obligations to landlord.

**20. SECURITY**

Tenant understands that landlord does not provide any security alarm system or other security for the tenant or the premises. In the event any alarm system is provided, tenant understands that such an alarm system is not warranted to be complete in all respects or to be sufficient to protect tenant or the premises. Tenant releases landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, or lack there of an alarm system or security feature.

**21. VIOLATIONS OF THE LEASE**

If the tenant violates this lease, tenant may lose his/her security deposit. If tenant violates this lease or any addendum and/or corresponding agreement, landlord can also sue tenant for other expenses and may sue to evict the tenant. Each tenant should not sign the lease unless each tenant has read and clearly understands the information in this section about lease violations.

If tenant violates this lease, each tenant agrees to waive notice to quit. This means that the landlord may file a complaint in court asking for an order of evicting each tenant from the leased premises without giving the tenant notice to quit first. Landlord does have the right to evict a tenant out of the leased premises (self-help eviction).

The landlord does not have the right to 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 or seek collection through a third party. Tenant agrees that landlord may recover and receive reasonable attorney's fees and/or collection charges as part of the court judgment in a lawsuit against the tenant for violation of the agreements of the lease. In addition, tenant understands that a monthly interest of 3%, in addition and on top of late fees, may be assessed for any judgments or collection accounts held against them. Landlord may seek collection through a third party without a court issued judgment.

## **22. JOINT LEASE**

**This is a joint and several lease.** A joint and several lease means all the tenants as a group and each of the tenants as individuals are responsible to the landlord for all of the agreements of this lease. Lessee and all tenants assume joint and several responsibilities for any damage to the common areas of the apartment and building. The landlord can also bring suit against the group or one tenant separately (severally) for violations of the lease agreement.

## **23. RULES & REGULATIONS**

Tenant agrees to follow any and all rules and regulations outlined in the Resident Handbook. Any violation of the rules & regulations shall be considered a breach of the lease. Charges may be applied in the case that any rules are broken or not followed. By signing this agreement you understand the possible, but not exclusive, list of charges that may be levied for inappropriate behavior or damages. (Addendum B). Appropriate additional charge amounts are determined by Management, if necessary.

## **24. NO WAIVER BY LANDLORD**

If landlord forgives or overlooks any violation of this lease, that will not be considered a waiver of Landlord's rights, and landlord may fully enforce the lease in the future. If Landlord accepts any rent or partial payment, that will not be considered a waiver of Landlord's rights, and landlord may fully enforce all terms of the lease. If any term in this lease is found to be illegal or unenforceable, the rest of the lease remains in full force.

## **25. REMEDY AGAINST LANDLORD LIMITED**

If tenant is determined to have any legal rights against landlord, then tenant's rights are limited to landlord's interest in the leased premises for any payment or judgment or other court remedy. Tenant may not claim or have access to any property of Landlord other than premises stated in this lease agreement.

## **26. AMENDMENTS**

Any and all amendments executed by Tenant and Landlord in connection with this Agreement are hereby incorporated by reference herein, and shall be considered part of this agreement.

## **27. MISCELLANEOUS**

This Agreement and the Resident Handbook contains the entire agreement and understanding between the parties hereto and there are no other written and/or unwritten agreements or

understanding concerning the same. No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this document shall be deemed to exist or to bind any of the parties hereto.

If any part of this agreement is found by a court of competent jurisdiction to be invalid as against law or public policy, such part shall be deemed stricken and the remainder of this Agreement and the terms and covenants contained herein shall remain in full effect.

This Agreement shall be governed by and interpreted according to the law of the State of Pennsylvania.

The parties acknowledge and agree that any action or proceeding arising out of relating to this Agreement or the enforcement thereof shall be brought in Berks County, Pennsylvania.

By signing this Lease Agreement; Each Tenant agrees that they have read, understand and accept all of the terms and conditions contained. Further, each tenant acknowledges that he or she has read, understands and accepts all the terms and conditions outlined in the Resident Handbook, which is incorporated into this Agreement by reference as if fully set forth herein.

LANDLORD SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT(S) SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_