

OBR HOUSING LEASE AGREEMENT

This agreement, made this _____ day of _____, _____
by and between Robyn Madara Jay and William Jay, 33 Peppermill Road, Bloomsburg, PA 17815,
party of the first part, hereinafter referred to as LANDLORD, and _____,
party of the second part, hereinafter referred to as TENANT.

WITNESSETH:

That the said LANDLORD in consideration of the rents, covenants and conditions hereinafter mentioned does lease unto said TENANT, and TENANT leases from the said LANDLORD, the following premises:

1010 Old Berwick Road, Apt. # _____, Bedroom # _____; Bloomsburg, PA 17815

This lease is subject to the following terms, conditions, covenants and agreements:

1. RENTAL TERM. The term of this lease and the term of the TENANT'S right of possession of the subject premises shall be from:

Beginning Date _____ to Ending Date _____

TENANT hereby waives any required notice to quit and agrees to surrender the subject premises at the expiration of the LEASE term or upon demand by the LANDLORD after an event of default committed by the TENANT.

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2. RENTAL PAYMENTS. As payment for their right to possession of the subject premises, TENANT agrees that she/he will pay to the LANDLORD for the use of said premises for the entire term of the lease the sum of:

\$ _____, _____ dollars

payable as follows:

one half of which, or

\$ _____, _____ dollars

shall be paid to the LANDLORD prior to _____

and the second half of which, or

\$ _____, _____ dollars

shall be paid to the LANDLORD prior to _____.

2a. RENTS PAID BEFORE OCCUPANCY. No TENANT shall have the right to occupy the apartment unit until all rents and security deposits for the apartment unit have been paid according to the Lease Agreement.

In the event that the TENANT has applied for, and been awarded a student loan/grant, but has not yet received the proceeds of the student loan/grant at the time of the rental payment due date, the TENANT may opt for one of the following options:

- 1) On a semester by semester basis, the TENANT may request an extension to the rental payment due date by completing and submitting the Rental Due Date Extension Form (found online at www.obrhousing.com) along with the appropriate documentation, in a timely manner, on or before the rental payment due date. A payment equaling 20% of the total semester rental payment MUST be submitted with the aforementioned paperwork. If the request is approved, the remaining 80% of the total semester rental payment will be due on or before the new assigned due date, which will coincide with the release of the student loan monies. If all required actions are fulfilled as outlined in Option 1, then interest and late fees will not apply.

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- 2) In the event that the TENANT does not have the funds to pay the 20% down-payment as required in Option 1, on a semester by semester basis, the TENANT may request an extension to the rental payment due date by completing and submitting the Rental Due Date Extension Form (found online: www.obrhousing.com) along with the appropriate documentation, in a timely manner, on or before the rental payment due date. A \$50.00 administrative processing fee will be charged to your rental account. If the request is approved, 100% of the total semester rental payment will be due on or before the new assigned due date, which will coincide with the release of the student loan monies. If all required actions are fulfilled as outlined in Option 2, then interest and late fees will not apply.

Failure to make payments as stipulated above shall constitute a breach and default under this lease. All accounts past due, including TENANTS with student loans, will be subject to a \$100.00 late fee, along with interest at 1.5% monthly, 18% per annum. All cost of collections, including attorneys fees, to be paid for by TENANT.

2b. DISCOUNT. In the event that the scheduled semester rental payment is paid in a timely manner, on or before the due date, a \$50.00 discount may be deducted from the total amount due for said semester rental payment. If payment is made through the mail, the postmark on the envelope will indicate the date that the payment was received.

3. UTILITIES. LANDLORD and TENANT hereby agree to the following allocation of payment for utilities:

<u>UTILITY</u>	<u>PAID BY</u>
Electricity for Premises	LANDLORD
Water and Sewer Charges	LANDLORD
Gas Heat Charges	LANDLORD
Air Conditioning Charges	LANDLORD
Garbage Refuse Removal	LANDLORD
Recycling Charges	LANDLORD
Annual Student Head Tax	LANDLORD
Telephone Charges	TENANT
Cable TV	TENANT

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Any failure of the TENANT to pay charges for which they are responsible shall be deemed to be a default under the terms of this lease.

LANDLORD has the right to temporarily suspend utilities to conduct maintenance and repairs or to protect the property of the LANDLORD and/or TENANT from risk of harm or loss. LANDLORD is not responsible for any damages occasioned as result of the temporary suspension of any or all utilities.

4. SECURITY DEPOSIT. Upon the signing of this lease, TENANT shall be responsible to pay LANDLORD a security deposit in the amount of:

\$ _____, _____ dollars

The aforementioned security deposit will be applied by the LANDLORD to damages to the subject premises caused by the TENANT, rental arrearages, outstanding utility bills, administrative fees or any other liabilities of the TENANT, pursuant to the terms of this lease. On or before the end of this lease term, TENANT shall designate to LANDLORD the address to which the LANDLORD shall be obligated to send refunds of the security deposit and/or an itemization of damages or utility billings pursuant to the terms of the Pennsylvania Landlord Tenant Act. When applicable, a copy of the final paid utilities bill for the rental term must be forwarded to the LANDLORD by the TENANT prior to disbursement of any security deposit refund.

5. OCCUPANCY. No more than _____ persons shall be permitted to occupy and reside in the subject premises, and only those persons who are parties to this lease as TENANTS shall be permitted to occupy and reside in said premises. No person shall occupy the premises without a signed lease. Failure to comply will cause default and forfeiture of the security deposit, and eviction of each TENANT from the premises.

LANDLORD reserves the right to rent all licensed bedrooms in the apartment unit.

TENANT shall not be permitted to sublet, lease or assign any rights whatsoever under the terms of this lease without the express written approval of the LANDLORD. At no time shall a gathering of more than _____ additional person(s) per TENANT be permitted within the premises at any one time.

6. CONDITION OF PREMISES. TENANT hereby agrees to keep the subject premises in as good repair and condition as at the initiation of the lease term. TENANT shall keep the premises in clean and sanitary condition and remove garbage daily or on a weekly basis which may accumulate upon the same during the said term. Failure of the TENANT to remove garbage to dumpster for pickup on a weekly basis will result in a charge of Fifty Dollars (\$50) to the TENANT by the LANDLORD.

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The LANDLORD reserves the right to enter premises for inspection, upon prior notice, or to show the same to prospective purchasers or lessees. LANDLORD has the right to enter the premises, without prior notice, for the purpose of making necessary repairs or in the event of an emergency that would affect the health, safety and welfare of the TENANT(S). LANDLORD reserves the right to display a "FOR RENT" or "FOR SALE" sign upon said premises.

TENANT shall notify LANDLORD promptly of any needed maintenance which may be required on the premises and the LANDLORD will repair same as soon as practical after notification. TENANT shall pay for all repairs caused by lack of due care by TENANT, TENANT'S guests and invitees. LANDLORD cleaning and repair charge is \$40 per hour on a pro rata share for each TENANT. LANDLORD will also charge TENANT for replacement of any damaged property on the leased premises, and materials to repair damages, on a pro rata share for each TENANT.

7. CONDUCT. TENANT covenants that they will not commit or permit a nuisance in or on the premises, that they will not engage in conduct such as to interfere with the comfort an/or safety of other occupants of the same or other adjacent buildings. No parties or any loud music shall be permitted in said premises. A Two Hundred (\$200) administrative fee will be charged to any house/apartment that receives a disorderly conduct citation from local police.

8. LAWS. TENANT agrees to obey and comply with all laws, rules, regulations and ordinances of all public authorities, boards, or officers of the Town of Bloomsburg and/or Commonwealth of Pennsylvania and/or the Federal Government, relating to said premises and TENANT'S use thereof. TENANT further agrees to abide by and comply with all rules and regulations promulgated by LANDLORD as to the TENANT'S use, possession, care and conduct in regard to the premises.

9. PA LIQUOR LAWS. Any violation of the Pennsylvania Liquor Control Board Laws and/or Regulations, or violation of the Federal/State Drug Agency Laws and/or Regulations, shall constitute an event of default by TENANT. The finding of violation of said laws or regulations or any guilty plea shall be deemed an event of default by TENANT and eviction of the TENANT from the premises.

10. VACATION PERIODS. At all times, including vacation time, TENANT shall maintain heat at a minimum of at least 58 degrees F. LANDLORD shall have the right and privilege to enter TENANTS apartment during non-occupancy to inspect for minimum heating, check for plumbing leaks, maintenance, and for fire inspection.

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11. KEYS. Failure of the TENANT to return all or original keys shall constitute justification for the forfeiture of money from the security deposit. For any original door key not returned when vacating the apartment, Seventy-Five Dollars (\$75) will be deducted from the TENANT'S security deposit. KEYS MAY NOT BE COPIED. Any TENANT who loses their key may replace the key for a fee of Seventy-Five Dollars (\$75) each key.

12. RECYCLING. TENANT is hereby advised that the Town of Bloomsburg mandates recycling of all recyclable items. The TENANT is responsible for the recyclable containers which will be located outside of the building. If the laws and ordinances of the Town of Bloomsburg are not followed and a fine results, the fine will be borne by the TENANT. The TENANT shall set out recyclables on the days required by the Town and on those days only. If recyclables are left inside the apartment or outside of the premises, the TENANT will be charged Fifty Dollars (\$50) each time recyclables have to be removed by the LANDLORD.

13. LANDLORD'S LIABILITY. TENANT agrees that the LANDLORDS shall not be liable for any personal property damage or personal injury occurring in or upon the subject premises. LANDLORD will maintain liability, fire and flood insurance on the building only. LANDLORD furnishes no insurance on any or all of the TENANT'S or TENANT'S guests or invitees, personal belongings, furniture, clothing, or jewelry; owned, leased, loaned or borrowed by TENANT, or TENANT'S guest or invitees. LANDLORD is not responsible for any loss of personal belongings due to any reason.

Any and all water or sewer damages caused by the TENANT due to their negligence of discharging anything into the sewer lines, other than body waste, shall be paid for by the TENANT. If TENANT allows the temperature to become less than 40 degrees and the water lines or plumbing lines rupture and causes water, rain, snow and/or ice leakage and/or flow or sewer damage, these damages shall be paid for by the TENANT. These costs include all repairs and/or replacement parts and labor incurred by the LANDLORD necessary to return the damaged items to their original condition.

It is recommended, but not required, that each TENANT obtain her/his own insurance to cover her/his personal property.

14. EVENTS OF DEFAULT. The following shall be events of default and will permit the LANDLORD rights as set forth in Paragraph 19 (BREACH OF LEASE) below.

- A. The presence of any pets, fowl, reptiles or mammals, domesticated or wild. Any odors, stains, unrecoverable marks on the interior or exterior of the apartment shall be paid for by the TENANT. IF ANY PET IS FOUND IN THE APARTMENT, ALL TENANTS WILL FORFEIT SECURITY DEPOSITS, IN ADDITION TO BEING REQUIRED TO REMOVE THE PET FROM THE PREMISES IMMEDIATELY.

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- B. The occurrence of any damage to the subject premises or furnishings contained therein, ordinary wear and tear excepted. Deliberate destruction of property, including interior, exterior, furnishings, and/or exterior plants, will result in prosecution to the fullest extent of the law.
- C. A failure by the TENANT to test smoke alarms at least once a month or causing, in any way, smoke alarms to cease operation, except with respect to events in which an alarm goes off and it is confirmed that there are no flames or smoldering materials within the subject premises. Damage to or tampering with or releasing of any fire alarm system.
- D. Smoking is strictly prohibited inside the apartment unit.**
- E. The placement of any type of bulk containers of beer or alcohol within or on the subject premises is prohibited, as well as violation of the PA Liquor Laws, as outlined in Paragraph 9, above.
- F. Placement of dart board(s) shall not be permitted on the subject premises.
- G. Placement of burning candles or lanterns shall not be permitted on the subject premises.
- H. Placement of nails in walls, ceilings, or doors within the subject premises. Should any nail holes be placed upon the walls, ceilings, or doors of the premises by the TENANT, the same will be deemed to be damage in excess of ordinary wear and tear. This also includes putty like substances used for hanging posters, etc. (Use of thumbtacks only is permitted when hanging items on the walls.)
- I. No portable kerosene, gas or fuel oil heaters shall be permitted in or on, or to be in operation in or on, the subject premises.
- J. Overnight guests shall not be permitted to stay within the subject premises.
- K. No water beds shall be permitted on the subject premises.
- L. No weight lifting equipment shall be permitted on the subject premises.
- M. The use of, selling, trading, giving freely, growing, or storage of illegal drugs shall not be permitted on the subject premises.
- N. No locks of any kind may be added to or removed from the doors without the LANDLORDS permission.
- O. No flammable material of any kind is to be used or stored in or outside the subject premises.

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P. No charcoal burners shall be permitted or ignited inside or outside of the apartment, including on wooden stairs and/or wooden porches.

Q. No satellite dishes shall be permitted to be installed on the subject premises.

15. VACANCIES. Vacancies in an apartment may not be occupied by anyone without a signed lease. Failure to comply will result in termination of the lease without prior notice, forfeiture of any and all security deposits, collection of damages caused by TENANT'S breach, including attorney's fees and costs, and any and all other remedies allowed by law.

16. PARKING. Each TENANT is entitled to one (1) parking space, on a first come, first serve basis.

17. DELINQUENT RENT. If TENANT fails to pay the rent for the rental term as set forth in Paragraph 2 above, TENANT shall be in default. In the event of such default, LANDLORD shall have the right and option to pursue any or all of the following remedies:

- A. Immediate termination of the lease without prior notice to TENANT. This means that TENANT will not be permitted to stay in the premises for the rental term set forth in Paragraph 2 above. TENANT may cure the default and take occupancy of the premises by paying the security deposit, and both the first half and second half rent in full to LANDLORD.
- B. Institution of an action in court to recover possession of the leased premises; and/or
- C. Through legal proceedings or otherwise collection of damages caused by TENANT'S breach, including collection of reasonable attorney's fees and costs.

LANDLORD may exercise any or all of the remedies listed above or available by law.

If LANDLORD enforces the provisions of this agreement in any court against the TENANT, then the LANDLORD shall be entitled to, and TENANT agrees to pay as part of any court judgment, all costs and expense of enforcement, including reasonable attorneys fees. A \$200.00 administrative fee will apply in addition to the court costs and legal fees.

18. IMPROVEMENTS. It will be at the sole discretion of the LANDLORD, if and when any decorating or improvements will be performed on the interior or exterior of a building, or any part of premises.

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19. BREACH OF LEASE. Any failure by the TENANT to comply with any or all terms of this lease shall be deemed an event of default by the TENANT. In the event of default, LANDLORD reserves the right to terminate this lease. TENANT will not receive any rebate of rent or security deposit, if evicted as a result of lease violation.

20. LIVING SPACE. The basement and attic areas are not considered living space and are not to be used for any purpose by the TENANT(S).

21. NSF CHECKS. A \$35.00 administrative fee will apply for all checks returned to OBR Housing by the bank due to insufficient funds or stopped payment.

22. If the LANDLORD is unable to give possession of said premises to the TENANT for any reason, including but not limited to, destruction or condemnation, the LANDLORD has the option of providing another property for the TENANT to occupy until the said property is repaired or reconstructed and made ready for occupancy; or to refund to the TENANT the prorated amount of rent not used.

23. See attached "Addendum to Residential Rental Agreement".

24. This agreement is governed by Pennsylvania law and subject to litigation in Columbia County.

25. It is agreed between the LANDLORD and TENANT that the parents or legal guardians of said person signing as TENANT set forth below in this Lease Agreement, shall sign the Lease Agreement Guaranty and guarantee to said LANDLORD the faithful compliance of the terms of this Lease Agreement and that any and all actions which could be constituted against the TENANT could also be instituted against the parents, individually, jointly and severally to enforce the terms of said Lease Agreement.

Notwithstanding the above, the failure of said person signing this lease as TENANT to provide the parental guaranty as provided above, and/or the LANDLORD'S failure to obtain the parental guarantee shall not render the Lease invalid or unenforceable by LANDLORD against said person who has signed this Lease as TENANT or those who have signed as Guarantor(s).

LANDLORDS: Robyn Madara Jay, and
William Jay
33 Peppermill Road
Bloomsburg, PA 17815
570.394.1085 – cell #
info@obrhousing.com

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TENANT INFORMATION: (Please Print)

NAME: _____

HOME ADDRESS: _____

HOME TELEPHONE # _____

CELL PHONE # _____

E-MAIL ADDRESS _____

SOCIAL SECURITY # _____ DRIVER'S LICENSE # _____

(Upon signing this Lease TENANT shall be responsible to provide a copy of their Social Security Card and Driver's License to the LANDLORD).

PARENTS OR GUARDIAN: _____

ADDRESS: _____

PARENTS PHONE # _____ WORK # _____

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PLEASE MAKE CHECKS PAYABLE TO: WILLIAM JAY

\$ _____ Security Deposit Paid: _____

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This Contract Document is intended to be legally bound by the terms and conditions as set forth herein and the attached Parent Guaranty.

Landlord Signature Date

Tenant Signature Date

RENTAL LOCATION: 1010 Old Berwick Road; Apr# _____, Bedroom # _____

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ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to the Residential Rental Agreement is made this _____ day of _____, 20_____, and is incorporated into, and shall be deemed to amend and supplement, the Residential Rental Agreement made by the undersigned TENANT and LANDLORD, their heirs, successors and assigns, dated _____.

The Residential Rental Agreement and this Addendum pertain to the premises described in said agreement, and located at 1010 Old Berwick Road, Apt. # _____, Bloomsburg, PA 17815.

This addendum is required by Article II, Section E, of the regulated Rental Unit Occupancy Ordinance of the Town of Bloomsburg.

ADDITIONAL COVENANTS AND OBLIGATIONS

In addition to the covenants and obligations set forth in the aforementioned Residential Rental Agreement, TENANT and LANDLORD hereby covenant and agree as follows:

A. LANDLORD'S COVENANTS AND OBLIGATIONS:

1. LANDLORD shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the Town of Bloomsburg, and all applicable state laws, and shall keep the leased premises in good and safe condition.
2. The manager for the leased premises shall be as follows:

William Jay
33 Peppermill Road
Bloomsburg, PA 17815
570.394.1085

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3. The LANDLORD shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the TENANT and which are identified as follows:
 - a) TENANT responsible for snow and ice removal from apartment to vehicle.
 - b) _____
4. The LANDLORD shall promptly respond to reasonable complaints and inquiries from the TENANT.
5. The Landlord shall comply with all applicable provisions of the Landlord Tenant Act of the Commonwealth of Pennsylvania.

B. TENANT'S COVENANTS AND OBLIGATIONS:

1. Tenant shall comply with all applicable Codes and Ordinances of the Town of Bloomsburg and all applicable state laws.
2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be _____ and the maximum number of persons permitted within the common areas of the leased premises at any time shall be _____.
3. Tenant shall dispose of all rubbish; garbage and other waste from the leased premises in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with Bloomsburg's Solid Waste and Recycling Ordinance.
4. Tenant shall not engage in any conduct on the leased premises, which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.
5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.

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7. Tenants shall not engage in, nor tolerate nor permit others on the leased premises to engage in, "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely, offensive, riotous or that otherwise unreasonably disturbs other persons in their peaceful enjoyment of their premises such that a report is made to the police and/or to the Code Enforcement Officer. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the Code Enforcement Officer or police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence."
8. TENANT acknowledges and agrees that this tenancy is subject to the provisions Of the Regulated Rental Unit Occupancy Ordinance of the Town of Bloomsburg and that the issuance by any municipal officer of the Town of Bloomsburg of a Certificate of Noncompliance with said Ordinance relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, LANDLORD shall have the right and option to pursue any and all of the following remedies:
- A. Termination of the rental agreement without prior notice;
 - B. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs;
 - C. Bring action to recover the whole balance of the rent and charges due for the un-expired lease term, including reasonable attorney's fees and costs;
 - D. Bring an action for damages caused by TENANT'S breach, including reasonable attorney's fees and costs.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals the day and year written.

(Print Name of Tenant)

(Signature of Tenant)

WILLIAM JAY

(Name of Landlord)

(Signature of Landlord)

RENTAL UNIT: 1010 Old Berwick Road, # _____

(Date)

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PARENT/GUARDIAN RENTAL GUARANTY

Intending to be legally bound, and in consideration of the Lease Agreement with Robyn Madara Jay and William Jay for the rental unit identified as 1010 Old Berwick Road, Apt. # _____, Bedroom # _____; Bloomsburg, PA 17815, for the rental term beginning _____ through _____, a copy of which has been provided to the undersigned by _____, the undersigned, jointly and severally, hereby guarantee the faithful performance of all terms, covenants and conditions of that referenced lease agreement by the person(s) signing as TENANT, and guarantee payment in full of all sums that may become due and owing LANDLORD by the person(s) signing as TENANT. This guaranty shall remain in effect throughout the full term of that lease and any continuance or renewal thereof, and so long as the person(s) signing as TENANT may owe any sum to LANDLORD. The liability of the undersigned shall be continuing, absolute and unconditional, and LANDLORD shall not be required to exercise remedies against the person(s) signing as TENANT before proceeding against the undersigned. LANDLORD shall notify the undersigned if the person(s) signing as TENANT shall breach that lease agreement referenced herein.

(Guarantor #1 Printed Name)

(Guarantor #1 Signature)

(Guarantor #2 Printed Name)

(Guarantor #2 Signature)

DOCUMENT MUST BE SIGNED & SEALED BY A PUBLIC NOTARY

(Witness)

(Date)