

# OBR HOUSING LEASE AGREEMENT

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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. # \_\_\_\_\_; 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 this lease term or upon demand by the LANDLORD after an event of default committed by the TENANT. 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.

Landlord Initials \_\_\_\_\_

Tenant Initials \_\_\_\_\_

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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. Multiple student housing permit to be paid by tenant. Administrative fees 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 attorney's fees, to be paid for by TENANT.**

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
Telephone Charges	TENANT
Cable TV Charges	TENANT
Gas Charges	LANDLORD
Garbage Refuse Removal	LANDLORD
Recycling Charges	LANDLORD

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.

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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. A copy of the final paid electric, water and sewer 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.

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 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. 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). 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.

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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 \$30 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.

LANDLORD reserves the right to display a "FOR RENT" or "FOR SALE" sign upon said premises.

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. at no cost to the LANDLORD. LANDLORD shall have the right and privilege to enter TENANTS apartment during non-occupancy to inspect for minimum heating, check for plumbing leaks, and for fire inspection.

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. Copies of keys will be accepted. Any TENANT who loses their key(s) may replace the key(s) for a fee of Seventy-Five Dollars (\$75) each key.

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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 and fire 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/HOUSE, ALL TENANTS WILL FORFEIT SECURITY DEPOSITS, IN ADDITION TO BEING REQUIRED TO REMOVE THE PET FROM THE PREMISES IMMEDIATELY.
- 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.

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- 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. The placement of any type of bulk containers of beer or any type of alcoholic beverage within or on the subject premises.
- E. Placement of dart board(s) shall not be permitted on the subject premises.
- F. Placement of burning candles or lanterns shall not be permitted on the subject premises.
- G. 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.)
- H. 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.
- I. Overnight guests shall not be permitted to stay within the subject premises.
- J. No water beds shall be permitted on the subject premises.
- K. No weight lifting equipment shall be permitted on the subject premises.
- L. The use of, selling, trading, giving freely, growing, or storage of illegal drugs shall not be permitted on the subject premises.
- M. No locks of any kind may be added to or removed from the doors without the LANDLORDS permission.
- N. No flammable material of any kind is to be used or stored in or outside the subject premises.
- O. No charcoal burners shall be permitted or ignited inside or outside of the apartment/house, including on wooden fire escapes and/or wooden porches.

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15. **VACANCIES.** If apartment is not completely occupied by the required number of tenants, the vacant lease is to be assumed and paid for by the other tenants. 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.** LANDLORD does not guarantee parking in or off the leased premises to the TENANT. Parking is available on a first come, first serve basis.

Parking permits are:

\$ \_\_\_\_\_, \_\_\_\_\_ dollars

Per semester and are due:

\_\_\_\_\_ for the first semester, and

\_\_\_\_\_ for the second semester.

TENANT must register their vehicle and pay the fee by due date. Vehicles parked on said premises after the due date that do not have an OBR Housing parking sticker, will be towed and the vehicle owner will be responsible for all towing costs. TENANT shall not provide or permit parking for any person or persons without written consent of the LANDLORD. Failure to comply will cause the forfeiture of the TENANT'S security deposit. In addition, parking tickets will be issued to the violators by the Bloomsburg Town Police and paid for by the owner of the vehicle.

17. **DELINQUENT RENT.** If TENANT fails to pay the rent for the first half of 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.

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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.

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.

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. 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.

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

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

24. It is agreed between the LANDLORD and TENANT that the parents or legal guardian of all persons signing as TENANTS set forth below in this Lease Agreement, or to be added subsequently by the permission of the LANDLORD, 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 any or all of the persons signing this lease as TENANT to provide the parental guaranty as provided above. And/or the LANDLORD'S failure to require and/or obtain any or all of the parental guarantees shall not render the Lease invalid or unenforceable by LANDLORD against all persons who have signed this Lease as TENANT or those who have signed as Guarantor(s).

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LANDLORDS:

Robyn Madara Jay, and  
William Jay  
33 Peppermill Road  
Bloomsburg, PA 17815  
570.394.1085 – cell #  
[obrhouseing@uplink.net](mailto:obrhouseing@uplink.net)

Landlord Initials \_\_\_\_\_

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Tenant Initials \_\_\_\_\_

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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 # \_\_\_\_\_

\_\_\_\_\_

PLEASE MAKE CHECKS PAYABLE TO: WILLIAM JAY

\$ \_\_\_\_\_ Security Deposit Paid: \_\_\_\_\_

\_\_\_\_\_

**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; # \_\_\_\_\_; Bloomsburg, PA 17815

Landlord Initials \_\_\_\_\_

Tenant Initials \_\_\_\_\_