

**College Park Commons
Apartment Lease Agreement**

THIS IS A CONTRACT GIVING TENANT THE RIGHT TO LIVE IN LANDLORD'S PROPERTY FOR A PERIOD OF TIME SO LONG AS TENANT COMPLIES WITH THE TERMS OF THIS AGREEMENT. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH PERSON MAKING-UP THE TENANT.

THIS CONTRACT CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. DO NOT SIGN THIS LEASE UNTIL YOU UNDERSTAND ALL OF THE AGREEMENTS IN THIS LEASE.

RECITALS

WHEREAS, College Park Commons is the owner of a five (5) building apartment complex located on land known as "College Park Commons", having an address of College Park Commons, Shippensburg, Pennsylvania 17257 (the "Complex"); and

WHEREAS, the Tenant, as more particularly identified below, desires to lease a unit in the Complex and the Landlord desires to lease such a unit to the Tenant, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration intending to be legally bound, the parties covenant and agree as follows:

1. **TENANT:**
The Tenant is listed below. The Tenant represents and warrants that his/her correct home address is the address following his/her name.
Name _____
Home Address _____

2. **LANDLORD:**
Name COLLEGE PARK COMMONS
Mailing Address 109 STONE RIDGE COMMONS, SHIPPENSBURG, PA 17257
Telephone 717-530-1311

3. **LEASED PREMISES**
Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord a Bedroom together with the use of the Common Areas (together, the "Leased Premises"), of Unit # ____, (the "Unit") in Building # ____ (the "Building") of the Complex. The Common Areas include the kitchen, living room, bathroom and balcony or patio of each Unit. Tenant acknowledges that Landlord shall have the right to lease, at any time during the Term, the other bedroom(s) of the Unit to persons other than Tenant unless you and other residents in the apartment agree to pay as part of your respective rent the rent due for such unoccupied bedroom. Tenant acknowledges and agrees that Tenant shall not have the right to occupy or utilize in any way the other bedrooms in the Unit other than their bedroom (or any additional bedroom for which Tenant pays rent) regardless of whether Landlord has leased such bedrooms to third parties. The Leased Premises shall be occupied and used only as a residential dwelling and only for the Tenant, as listed above. Unless otherwise agreed in writing, guests of Tenant may occupy the Leased Premises in reasonable numbers during reasonable hours, however, no guest shall be permitted to stay at the Leased Premises for more than three consecutive days within a 30-day period without consent during the Term hereof. Tenant shall not perform or permit any practice that may damage the reputation of or otherwise damage the Leased Premises, be illegal or increase the rate of insurance on the Leased Premises. The Leased Premises may not be used for any commercial activity nor may any part of the Leased Premises be used for any profession, trade, business or craft.

TENANT(S) _____
Initials

4. **RENT PAYMENT SCHEDULE** - Landlord need not give Tenant notice to pay rent. All payments of rent are payable in advance, without notice, demand or setoff, on the dates and amounts set forth on the **Payment Schedule attached hereto**
- A. Tenant may be required to pay other charges to Landlord under the terms of this Lease. Whether or not stated as such, those other charges are "added rent." If Tenant fails to pay the added rent, Landlord shall have the same rights against Tenant as if Tenant failed to pay the rental set forth herein.
 - B. Tenant must pay a late charge of \$50.00 if rent is more than four (4) days late. All payments shall be applied first to delinquent rents and late charges, if any, then to all currently due rent.
 - C. Tenant shall pay rent by check, credit card or money order and such check or money order shall be made payable to "College Park Commons" and delivered to the address of 109 Stone Ridge Commons, Shippensburg, Pennsylvania, or Tenant shall be permitted to pay rent by depositing a check in the drop box located between the double glass doors at 109 Stone Ridge Commons, Shippensburg, Pennsylvania. Payments may also be made online via the tenant portal at <https://residentwebaccess.rentmanager.com/?corpID=SUF>.
 - D. Any check returned for insufficient funds or for any other reason caused by the Tenant shall incur a charge for handling, to be paid by the Tenant upon proper invoice. This charge shall consist of all identifiable expenses, with a minimum charge of \$25.00 for each such occurrence. If any check is returned to the Tenant for insufficient funds or for any other reason caused by the Tenant, Landlord hereby reserves the right to require all future payments of rent or any added rent to be paid by money order, cashier's check or other immediately available funds.
 - E. Tenant may not reduce and/or set off any amount of the rent by any money that Tenant claims Landlord owes to Tenant.
5. **SECURITY DEPOSIT**
- A. Landlord can use the security deposit to pay for unpaid rent, all amounts due under this Lease and damages that are Tenant's responsibility.
 - B. When Tenant moves from the Leased Premises, Tenant must return all keys and provide Landlord with a stamped self-addressed envelope with Tenant's new mailing address where Landlord can return the Security Deposit.
 - C. Landlord will prepare a list of charges owed by Tenant. Landlord may deduct these charges from the security deposit. Landlord will return the security deposit (minus any charges to Tenant) within 30 days so long as Tenant has given Landlord a self-addressed, stamped envelope with Tenant's new mailing address.
 - D. Tenant may not use the security deposit as payment of the last month's rent or any other amounts due to Landlord.
6. **STARTING AND ENDING DATES OF LEASE (also called "Term")**
- A. Starting Date: This Lease commences on _____.
 - B. Ending Date: This Lease expires on _____.
7. **RENEWAL TERM**
This Lease will **NOT** automatically be renewed at the original Ending Date. If Tenant desires to renew this Lease, Tenant must notify Landlord of Tenant's intent to renew by November 1st of the year preceding the Ending Date of this Lease and the parties will need to execute a new Lease.
8. **USE OF LEASED PREMISES**
Tenant will use the Leased Premises only as a residence and only for the Tenant listed above.
9. **UTILITIES AND SERVICES**

TENANT(S) _____
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- A. Utilities provided by Landlord:
 - Sewer Service
 - Water Service
 - Electric Allotment (See B)
 - Trash Collection from the Leased Premises
 - High Speed Internet Access (from a provider selected by Landlord, in its sole discretion)
 - Basic Cable TV
 - Other _____

- B. The monthly electric allotment is set at a maximum of \$75.00 per leased bedroom per month. If the total electric bill from Penelec, A FirstEnergy Company, for any single month exceeds this allotment the amount of overage will be invoiced proportionately to all of the Tenants of the Unit. Tenant must pay a TEN DOLLAR (\$10.00) "Late Charge" for any of the above bill payments not received by Landlord within four (4) days of their due date. Late Charge is considered added rent.

- C. Tenant will arrange and pay for all utilities and services, except the utilities and services to be paid by Landlord as stated above. Landlord has no obligation to provide (or liability for providing) any other utilities or services to the Tenant and if any such utility of service is obtained by Tenant, it shall be at the Tenant's sole cost and expense. Tenant shall pay for any and all damage done to any equipment or appliances supplied by Landlord which is caused by Tenant, Tenant's guest, servants, agents, employees or visitors or any individual for whom Tenant is responsible, neglect or misconduct, and any such damage shall be repaired by Landlord, at Tenant's expense. The repair costs will be added to rent.

- D. Tenant must not use any appliance or other equipment unless installed by Landlord or with Landlord's written consent. Landlord may stop service of plumbing, heating, or electrical or mechanical systems, because of accident, emergency, repairs or changes, and the Landlord shall not be responsible in any way for any damage or other liability resulting from such stoppage.

- E. Tenants shall not remove or move cable box, modems routers or cords. Tenants shall not change passcode on modem. The following charges will apply: \$50 for missing cable box, \$100 for missing modem or router and \$100 for service calls for changed passwords or moved equipment.

10. **CONDITION OF LEASED PREMISES**

Tenant accepts the Leased Premises "AS-IS", "WHERE-IS WITH ALL DEFAULTS", except that Landlord has agreed to do the following repairs before or shortly after Tenant moves in:

11. **LANDLORD'S PERSONAL PROPERTY**

Landlord owns the following personal property of the Leased Premises:

- x Refrigerator
- x Range
- r Other _____

12. **RULES AND REGULATIONS**

- A. Rules (called "Rules") for use of the Leased Premises are as follows:
 1. Open-flame heaters, such as gasoline or kerosene type heaters, are prohibited due the fire hazard.
 2. Tenant shall not create loud noises or disturbances. Tenant, and all of Tenant's guests, servants, agents, employees or visitors, and any individual for whom Tenant is responsible, shall not at any time make any noise, do anything or conduct themselves in any way which disturbs any other resident of the Building or Complex or interferes with the rights, comforts or conveniences of any other resident. No sound, including but not limited to music, may be audible outside the Unit. Tenants

- must be aware that the first offense for noise will result in a written warning. A \$25 fine will be assessed on the second offense, a \$50 fine for the third offense and a \$100 fine and possible eviction for the fourth offense.
3. Underage drinking is prohibited.
 4. No parties or gatherings are allowed at which admission is charged or charges for alcoholic beverages are levied. Without intending to limit this Rule, this includes "Rent parties".
 5. Parties are prohibited on weeknights. All doors and windows must be closed during parties. Party guests shall not congregate outside the Unit, Building or Complex. Party music must be at a reasonable level. Landlord and/or representative of Landlord may not be denied access to the Leased Premises when checking social gatherings, parties, etc.
 6. Tenants must be in compliance with the Shippensburg Township Noise, Public Gathering and Burning ordinances at all times. Copies of these ordinances can be found on our website (www.cpccommons.org). Landlord and/or representative of Landlord may not be denied access to the Leased Premises when checking compliance with local ordinances.
 7. Glue, tape, adhesive, nails, tacks, brads, or screws shall not be driven into walls, floors, doors, cabinets or ceilings of the Leased Premises, nor shall there be any boring or marring of the above areas.
 8. No personal property of any description is to be placed on or permitted to remain on the lawn, steps, porches, balconies, or stairs, or hung from windows. Landlord has the right to approve or disapprove of all window dressings.
 9. Locks may not be changed nor additional locks put on any doors without the written permission of Landlord. Any Tenant who forces a door or has his/her door forced by someone else will be charged for a new lock, hardware, door frame, and the labor necessary to repair it.
 10. No beverages in bottles or other glass containers may be consumed outside the Unit or Building.
 11. Bottles and other glass containers and trash must be placed in the designated area. No bottles, glass or trash may be thrown from inside the Unit, Building or from balconies or patios.
 12. Kegs are prohibited. Landlord has the right to confiscate all kegs and/or taps.
 13. Firearms, explosives, fireworks and paint guns of any kind are prohibited.
 14. The manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute or use of any controlled substance as defined in any statutes of the Commonwealth of Pennsylvania or any federal statutes is strictly prohibited.
 15. Loitering or congregating outside the Building is not permitted.
 16. Doors to the Building must be kept closed at all times.
 17. Physical violence, threats of physical violence, acts of retribution, or intimidation directed toward employees or agents of Landlord or other Tenants of the Complex are strictly prohibited. Any violation of this Rule will result in immediate termination of this Lease and/or criminal charges.
 18. Tenant shall not in any way tamper, adjust, remove or modify any of the utility systems or metering equipment maintained by Landlord.
 19. Landlord has the right to change and/or establish additional rules and regulations, at any time, to maintain the safety and well being of the residents of the Complex, all in the sole discretion of the Landlord.
 20. Tenant shall not tamper with nor remove smoke detectors and/or fire alarm detection systems. Tenants will be charged a fine of \$50 for tampering or removing of smoke detectors and/or fire alarm detection systems. An additional after-hours service fee of up to \$250 may also be assessed.
 21. Tenant shall not place in the Leased Premises any furniture, plants, animals or other things that harbor insects, gather rodents or other pests.
 22. Notwithstanding anything contained herein to the contrary, Tenant shall keep out of

the Leased Premises all materials which cause or may cause a life hazard or safety hazard and shall comply with all reasonable requirements of Landlord's fire insurance carriers.

23. Tenant shall not place any signs upon the exterior of the Building or cause any lettering of any kind whatsoever to be placed upon the outside or inside windows of the Building without first obtaining the prior written approval of the Landlord.
24. Tenant agrees to report any spigot leaks or any other plumbing or mechanical complaints to the Landlord immediately. No rags, sweepings, matches, ashes or other improper articles shall be thrown into the plumbing fixtures nor shall any harmful cleaning materials be used.
25. Tenant at all times shall comply strictly with all requirements of all governmental authorities having jurisdiction over the Complex, as well as with the terms of all state, federal or municipal statutes, ordinances or regulations which are or may at any time hereinafter become applicable to the Leased Premises, Building and/or Complex or to the activities conducted thereon and to Tenant as lessee thereof. Tenant shall save Landlord harmless from all penalties, fines, costs and damages of every kind which may result from any failure to do so. Violations of laws and ordinances can result in immediate eviction.

- B. Tenant and all of Tenant's guests, servants, agents, employees or visitors and individuals for whom Tenant is responsible must obey the Rules. If not, Tenant shall be deemed to be in immediate default of this Lease.

13. **CONFLICTS WITH OTHER TENANTS OF THE UNIT OR COMPLEX:**

The Landlord is not responsible for the consequences of conflicts among you and other residents of the unit or apartment complex nor is the Landlord responsible for resolving any such conflict. In no event shall your conflict with other residents of the unit or complex permit you to terminate your obligations under this lease.

14. **END OF TERM AND ABANDONMENT:**

- A. At the end of the Term, Tenant must leave the Leased Premises clean and in good condition, subject to ordinary wear and tear. Tenant will remove all of Tenant's property, alterations and decorations. Tenant must clean all walls, windows, windowsills and tracks, fixtures, toilets, sinks, shower, tub, stove, oven, cabinets, refrigerator and carpeting. All damages or injuries done to the Leased Premises by Tenant and/or Tenant's servants, agents, employees or visitors and individuals for whom Tenant is responsible, shall be the responsibility of the Tenant and the Tenant shall be required to pay all costs associated with the repairs of such damages or injuries. Landlord shall repair all such damages or injuries to the Leased Premises, including drywall and door holes, which cost of repair will, at Landlord's option, either be billed to Tenant or deducted from the Security Deposit.
- B. If Tenant's personal property remains in the Leased Premises after termination or expiration of this Lease, Landlord may, without notice, store or dispose of same. Landlord shall not be liable for any injury or damage arising out of or resulting from any reasonable disposal of such property. Tenant shall be charged for Landlord's expenses in removing said items.

15. **POSSESSION**

- A. Landlord shall not be liable in any way if it cannot give Tenant possession of the Leased Premises on the Starting Date of the Term of this Lease or in the specific Leased Premises number listed above. Landlord may change the Leased Premises number listed above prior to possession should such Leased Premises not be capable of possession by the Tenant on the Starting Date of the Term of this Lease.
- B. Rent starts at the Starting Date of the Term of this Lease unless Landlord cannot give possession of the Leased Premises or another unit in the Complex (rent shall then be

payable when possession is available). Landlord will notify Tenant when possession is available. The Ending Date of the Term will not change.

16. INCREASES IN COSTS

- A. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.

17. LANDLORD'S RIGHT TO ENTER

- A. Tenant agrees to let Landlord or Landlord's representatives enter the Leased Premises at reasonable hours to inspect, repair, or show the Leased Premises to prospective buyers or tenants.
- B. Landlord will attempt to give Tenant 24 hours notice of date, time, and reason for the visit. In case of emergency, Landlord may enter Leased Premises without notice.
- C. Landlord may put up For Sale or For Rent signs on or near the Leased Premises.
- D. Tenant agrees to move out peacefully when this Lease Term terminates and/or expires.

18. TENANT'S CARE OF LEASED PREMISES

Tenant, Tenant's guests, servants, agents, employees, or visitors and individuals for whom Tenant is responsible, agree to obey all laws and Rules that apply to Tenant. Also:

- A. Tenant will:
1. Keep the Leased Premises clean, neat, safe and in good condition.
 2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
 3. Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Leased Premises.
 4. Tell Landlord immediately of any needed repairs. Landlord does not have any obligation to repair any damage caused by Tenant's willful, careless, or unreasonable behavior and all such damage shall be the sole responsibility of the Tenant.
 5. Surrender the Leased Premises upon termination of this Lease in the same condition as when the Leased Premises was received by the Tenant at Starting Date of Lease.
- B. Tenant will not:
1. Keep any flammable materials on the Leased Premises.
 2. Willfully destroy or deface any part of the Leased Premises.
 3. Disturb the peace and quiet of other tenants.
 4. Make any changes, alterations and/or improvements to the Complex and/or the Leased Premises, such as painting, wallpapering or remodeling without the prior written permission of Landlord. If alterations are made, Tenant must remove all such changes, alterations and/or improvements and/or pay the cost to restore the Leased Premises. Tenant must pay a TEN (\$10.00) DOLLAR "LATE CHARGE" for any of the above payments not received by Landlord within four (4) days of their due date.

19. SMOKE DETECTORS, FIRE EXTINGUISHERS AND SPRINKLER SYSTEM

- A. Landlord will inspect the smoke detector, fire extinguisher and sprinkler system on a regular basis.
- B. Tenant must notify Landlord in writing immediately of any inoperable smoke detector and/or fire extinguisher.
- C. If any smoke detector, fire extinguisher or sprinkler system requires repair or replacement due to an act or omission of Tenant, Tenant must pay the cost to repair or replace the smoke detector, fire extinguisher, and/or sprinkler system.
- D. If any damage is caused to the Leased Premises, Building or Complex due to an inoperable smoke detector, fire extinguisher and/or sprinkler system which are inoperable because of an act or omission of Tenant, Tenant must pay cost to repair the damage.

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Initials

20. NO PETS

No pets or other animals are permitted anywhere on the Leased Premises at any time. Tenant must pay additional rent of \$250.00 per occurrence or any and/or all breaches of this condition.

21. BALCONIES AND PATIOS:

- A. Tenant must keep the balcony or patio free from garbage and debris. No personal property may be kept or stored on the balcony or patio. Only outdoor furniture is permitted on the balcony. Nothing may be hung on or from the balcony or patio, including but not limited to, clothing, towels, rugs, flags, etc. No cooking is allowed on an upper floor balcony.
- B. No more than eight persons are permitted on the balcony or patio at any one time.
- C. All Tenants in the Building are responsible for keeping the balconies and patios free from garbage and debris. A violation of this provision will result in a charge to each and every unit in the Building for their share of the actual clean up cost. There will be a minimum charge of \$10.00 to each and every unit in the Building.

22. VEHICLES:

- A. The use or storage of Tenant's or any other person's vehicle, whether or not parked or being driven in or about the parking area shall at all times be the sole risk of Tenant. Landlord is not liable for damage to, or caused by, any vehicle. This includes property damage and bodily injury. Tenant must register his/her vehicle(s) with Landlord.
- B. Payment of a \$5.00 registration fee per vehicle is required. Tenant will be issued a parking permit, which must be displayed on the rear bumper of the vehicle. All Tenant vehicles, which are not properly registered with the Landlord and do not display a parking permit, are subject to towing and/or booting and their attendant costs.
- C. Tenant must obtain from Landlord a visitor parking pass for each vehicle used by any guest, servant, agent, employee, or visitor or individuals for whom Tenant is responsible. The visitor pass must be displayed on the front dash of the visitor's vehicle. Vehicles of visitors which do not display the visitor parking pass are subject to towing and/or booting and their attendant costs. No visitor passes will be issued during Homecoming Weekend.

23. SECURITY SERVICES:

Tenant hereby agrees and acknowledges that (i) Landlord shall not provide and shall have no duty to provide any security services to Tenant or the Leased Premises and (ii) Landlord cannot control and therefore is not responsible for the acts or omissions of any other tenant, visitor or trespasser at the Complex or such tenant's guests, servants, agents, employees, or visitors. Tenant shall look solely to the applicable police force for security protection and if Tenant witnesses any such criminal action he or she should immediately contact such police force. Tenant agrees and acknowledges that protection against criminal action is not within the power of the Landlord, and, even if from time to time Landlord provides security services, those services cannot be relied upon by Tenant and shall not constitute a waiver of, nor in any manner modify the above agreement. Landlord shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against Tenant, family, licensees, invitees or guests.

24. KEYS:

Tenant must pay a fifty dollar (\$50.00) additional rent charge for each key to the Leased Premises or mailbox replaced by Landlord during the Term or not returned at the termination of this Lease or the Ending Date of the Term.

25. LOCK OUTS:

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Initials

Tenants requiring assistance for after hour lock outs will be charged a fifty dollar (\$50.00) service fee. There will be no charge for the first lock out.

26. FIRE OR OTHER DAMAGE; CONDEMNATION

- A. Tenant must notify Landlord immediately if the Leased Premises is damaged by fire or any other cause. Tenant must notify Landlord if there is any condition in the Leased Premises that could damage the Leased Premises or harm Tenant or others.
- B. If the Leased Premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Leased Premises is unusable (as long as damage was not caused by Tenant). If part of the Leased Premises cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Leased Premises is usable.
- C. If the Leased Premises or Building is damaged by fire or other casualty, Landlord may cancel this Lease. If the Landlord decides to cancel, Landlord will notify Tenant within thirty (30) days of the fire or casualty. In such event, this Lease shall terminate and the Landlord shall have no further obligation to the Tenant.
- D. If Landlord does not cancel this Lease, Landlord shall have a reasonable time to make repairs.
- E. If the fire or casualty is caused by an act or neglect of Tenant, Tenant's guest, servant, agent, employee or visitor or an individual for whom Tenant is responsible, then all repairs will be made at Tenant's expense. However, Tenant must still pay the full rent with no adjustments.
- F. If the whole or a substantial part, solely determined by the Landlord, of the Leased Premises, Building and/or Complex shall be condemned or taken either permanently or temporarily for any public or quasi-public use or purpose, under any statute or by right of eminent domain, or by private purchase in lieu thereof, then in that event, the Landlord shall have the right to immediately terminate this Lease by providing the Tenant with written notice. In that event, this Lease shall cease and terminate from the date of title vesting in such proceeding or purchase and Tenant shall have no claim against Landlord for the value of any unexpired Term of said Lease. In the event that only a portion of the Leased Premises shall be taken and/or the Landlord does not terminate this Lease, the rent payable by the Tenant shall be fairly and equitably abated to reflect the portion of the Leased Premises taken, effective as of the date on which the portion of the Leased Premises actually transferred to the condemnor.

27. SALE OF LEASED PREMISES

- A. If the Complex, Building and/or Unit is sold, Tenant agrees that Landlord may transfer Tenant's money and advance rent to the new landlord.
- B. Tenant agrees that Landlord will have no duties regarding this Lease after the Complex, Building and/or Unit has been sold.

28. IF TENANT BREAKS ANY TERM OF THIS LEASE AND/OR DEFAULTS UNDER THIS LEASE: WAIVER OF RIGHTS:

- A. **TENANT'S WAIVER OF NOTICES. LANDLORD SHALL NOT BE REQUIRED TO GIVE TENANT A NOTICE OF DEFAULT, OR AN OPPORTUNITY TO CORRECT ANY DEFAULT. TENANT ALSO WAIVES THE RIGHT TO RECEIVE A "NOTICE TO QUIT" OR "NOTICE TO VACATE" FROM LANDLORD. THIS MEANS LANDLORD IS NOT REQUIRED TO NOTIFY TENANT TO REMOVE FROM (LEAVE) THE LEASED PREMISES.**

Landlord may give Tenant a termination notice (but Landlord is not obligated to give that notice). If given, the termination notice will state the date the Term will end. Tenant must leave the Leased Premises and give Landlord the keys on or before the termination date. Tenant continues to be responsible as stated in this Lease.

- B. Tenant breaks and/or defaults under this Lease if:
 - 1. Tenant does not pay rent or other charges required hereunder when they are due.

2. Tenant vacates or moves out of the Leased Premises before the end of this Lease.
 3. Tenant does not move out upon termination and/or expiration of this Lease.
 4. Tenant fails to do anything Tenant agreed to in this Lease, specifically including, without limitation, obeying all Rules, or does something Tenant has agreed not to do in this Lease.
 5. Tenant has given Landlord false information in the rental application or this Lease.
 6. Tenant enters into an assignment and/or sublease of this Lease with another party without the express written permission of the Landlord
- C. If Tenant breaks this Lease for any reason, Landlord may
1. Recover possession of the Leased Premises (evict Tenant).
 2. File a lawsuit against Tenant for rents and charges not paid and for rents and charges for the rest of this Lease term, which shall be immediately due and payable.
 3. Keep Tenant's Security Deposit.
 4. Terminate this Lease.
 5. Do anything else permitted by law or in equity or exercise any other applicable remedy.
 6. If Landlord hires a lawyer to enforce this Lease, Tenant agrees to pay the lawyer's fees and Landlord's reasonable costs.
- D. **TENANT UNDERSTANDS THAT OTHER PERSONS MAY OCCUPY THE SAME UNIT AS TENANT AND HAVE ACCESS TO THE SAME COMMON AREAS AS TENANT. TENANT SHALL BE JOINTLY AND SEVERALLY LIABLE WITH EACH OF THE OTHER PERSONS OCCUPYING THE SAME UNIT AS TENANT FOR ALL DAMAGES DONE TO OR INJURIES CAUSED IN THE COMMON AREAS OF THE LEASED PREMISES BY TENANT, ANY OTHER OCCUPANT OF THE SAME UNIT AS TENANT, OR THE AGENTS, EMPLOYEES, INVITEES OR LICENSEES OF TENANT OR ANY OTHER OCCUPANT OF THE SAME UNIT AS TENANT. THE FOREGOING MEANS THAT TENANT AND EACH OF THE PEOPLE RESIDING IN THE SAME UNIT AS TENANT AND SHARING USE OF THE SAME COMMON AREAS AS TENANT ARE RESPONSIBLE TO LANDLORD FOR ALL DAMAGE THAT OCCURS IN SAID COMMON AREAS. LANDLORD SHALL BE UNDER NO OBLIGATION TO PURSUE LANDLORD'S RIGHTS AGAINST ANY OTHER OCCUPANT OF THE UNIT BEFORE PURSUING LANDLORD'S RIGHTS AGAINST TENANT.**
29. **SUBLEASING AND ASSIGNMENT**
- A. Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
 - B. Tenant may not assign, transfer or sublease (rent to another person) the Leased Premises without Landlord's prior written permission. If Tenant does so anyway, Tenant has broken this Lease and the Landlord reserves the right to proceed with any of its rights provided for herein. Also, if someone other than Tenant stays at the Leased Premises for more than three (3) days throughout the Term of this Lease, Tenant must pay to Landlord \$25.00 for each extra person for each day that person or people stay(s) at the Leased Premises. To figure the number of days and the number of people, Landlord's reasonable numbers will be used, unless Tenant can clearly prove they are wrong.
30. **TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER**
Landlord may have, or may put, a mortgage on the Complex and/or the Leased Premises. The rights of any mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Leased Premises and end this Lease.) Tenant accepts this Lease subject and subordinate to any first mortgage or mortgages

(and all renewals, modifications, consolidations, replacements or extensions of any such mortgage) now in existence or hereinafter made from time to time affecting the title to the Complex and/or the Leased Premises or Landlord's interest therein. In addition, Tenant accepts this Lease subject and subordinate to all instruments in the chain of title to the Complex and/or Leased Premises. Tenant shall execute, acknowledge and delivery to the holder of any such mortgage or to any of the parties to such instruments, at any time upon demand by such holder or by any such party, any releases, certificates or other documents that may be required by such holder or by any such party, for the purpose of evidencing the subordination of this Lease to such mortgage or instrument. In addition, Tenant shall, at any time or from time to time, upon demand from Landlord, execute, acknowledge and deliver to Landlord a written statement certifying to various terms and conditions of this Lease, specifically including, without limitation, certifying the date to which rent has been paid and certifying that there are not any uncured defaults under this Lease or specifying such defaults. Tenant's failure to deliver such statement upon demand by the Landlord shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified and that there are no uncured defaults hereunder.

TENANT IS WAIVING (GIVING UP) TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.

31. INSURANCE AND LIMITED LIABILITY.

- A. Tenant understands that
1. LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY, SERVANTS, AGENTS, EMPLOYEES OR VISITORS OR AN INDIVIDUAL FOR WHOM TENANT IS RESPONSIBLE.
 2. TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY, SERVANTS, AGENTS, EMPLOYEES OR VISITORS OR AN INDIVIDUAL FOR WHOM TENANT IS RESPONSIBLE WHO ARE DAMAGED/INJURED WHILE ON THE PROPERTY.
- B. EXCEPT TO THE EXTENT REQUIRED BY LAW, LANDLORD IS NOT LIABLE OR RESPONSIBLE FOR ANY INJURY OR DAMAGE OF ANY KIND THAT OCCURS TO ANYONE OR ANYTHING ON THE PROPERTY. This includes as examples only, injuries from: lead paint, fire and criminal acts.
- C. TENANT IS RESPONSIBLE FOR ANY LOSS TO LANDLORD OR THE PROPERTY THAT TENANT, TENANT'S SERVANTS, AGENTS, EMPLOYEES OR VISITORS OR AN INDIVIDUAL FOR WHOM TENANT IS RESPONSIBLE, MAY CAUSE.
- D. If Tenant wins a court judgment against Landlord or Landlord must pay Tenant money for any reason, Tenant will only look to the Property to collect all money owed (other than the Security Deposit). That means that Tenant agrees not to collect money from Landlord's (or any person making up Landlord's) corporate or personal assets, even if Tenant cannot collect money owed from the Property.

32. PAYMENT OF JUDGMENTS/INDEMNIFICATION/RELEASE

Tenant shall bear, pay and discharge, when and as the same shall become due and payable all judgments and lawful claims for damages or otherwise against Landlord, arising from Tenant's use or occupancy of the Leased Premises, and will assume the burden and expense of defending all such suits, whether brought before or after the expiration of this Lease; provided, however, that Landlord shall have the option of defending such suits, at Tenant's expense. Tenant agrees to protect, indemnify, defend and save harmless Landlord, and Landlord's agents, servants and employees, from and against any and all claims, losses, fees (including reasonable attorney's fees), costs, damages, expenses, suits, fines, penalties, demands and/or liabilities of whatever kind or nature arising out of or relating to the use, misuse or occupancy of the Leased Premises by Tenant and/or Tenant's agents, servants, employees, visitors and individuals for whom Tenant is responsible. In consideration of securing this Lease, Tenant does hereby release and discharge the Landlord, its agents, servants, employees, successors and/or assigns, from and against any and all claims, losses, fees (including reasonable attorney fees), costs, damages,

expenses, suits, fines, penalties, demands and/or liabilities of any kind which could be asserted by the Tenant, or persons claiming under Tenant and Tenant's agents, contractors, employees, licensees and invitees, arising out of or in any way connected with any action or inaction of the Landlord or this Lease, specifically including, without limitation, by reason of any injury, loss and/or damage to any person and/or property in the Leased Premises, whether belonging to Tenant or any other person, caused by any fire, the breaking, bursting, stoppage and/or leaking of any water pipe, sewer, basin, water closet and drain in any part or portion of the Leased Premises and in any part or portion of the Building and/or Complex, unless directly attributable to Landlord's willful misconduct.

33. HEADINGS

The headings in this Lease are meant only to make it easier to find the paragraphs.

34. ENTIRE AGREEMENT

This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease. This Lease cannot be changed except in a writing signed by Landlord and Tenant.

35. NO WAIVER

Landlord's acceptance of rent or utility payments or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights.

36. INVALID LEASE

If a court ultimately decides that any part of this Lease is invalid, void or illegal, that will not affect any other part of this Lease, and the remaining parts will remain in full force and effect.

37. SIGNATURES AND EFFECTIVE DATE:

Landlord and Tenant have signed this Lease as of the below date. It is effective upon the signing by both Tenant and Landlord. By signing this Lease, Tenant acknowledges that he/she has read this Lease; that Landlord has reviewed this Lease with him/her; and the Tenant understands the terms and conditions of this Lease, and has had the opportunity to ask questions of Landlord.

38. NOTICE BEFORE SIGNING

THIS LEASE IS A LEGAL CONTRACT. IF YOU HAVE LEGAL QUESTIONS, YOU ARE ADVISED TO TALK TO A LAWYER BEFORE SIGNING THIS LEASE. There is no cancellation of this lease regardless of Tenant's status at Shippensburg University. It is not a condition of this Lease that Tenant be a student at Shippensburg University. The only remedy for release from the lease is if the Tenant finds a replacement and all other tenants of the unit and the Landlord are in agreement with the replacement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Lease, the day and year set forth below.

DATE SIGNED BY **LANDLORD** _____

COLLEGE PARK COMMONS

By: _____

DATE SIGNED BY **TENANT**

TENANT

TENANT(S) _____
Initials

PAYMENT SCHEDULE

The rent payment schedule is as follows:

1. Due at signing of this Lease (applied toward first quarter's rent)	\$ <u>100.00</u>
2. Due August 1, 2017 *	\$ <u> .00</u>
3. Due November 1, 2017	\$ <u> .00</u>
4. Due February 1, 2018	\$ <u> .00</u>

The total amount of rent due over the Term of this Lease is: \$.00

Security Deposit: Due August 1, 2017 \$.00

Payments can be made via credit card, check or money order. Tenant must pay a late charge of \$50.00 if any payment is more than four (4) days late.

The above rates are based on person occupancy per bedroom/apartment

Furnished Option: YES NO

* - If you are receiving financial aid at Shippensburg University proof of aid must be provided to the office and the first month's rent payment of \$.00 is due on August 1st to avoid any late fees. You must settle the remaining balance due for the quarter by September 30th. If your financial aid has not been received by that September 30th a second month's payment is due of \$.00 to continue to defer the assessment of late fees.

TENANT(S) _____
Initials

Information Sheet

Full Name: _____

Ship E-Mail address: _____

Cell Phone: _____

Student ID #: _____

Driver's License #: _____

Parents Name: _____

Home Address: _____

Parents Phone: _____

Class Standing (currently) _____

Estimated Graduation Date: _____

Major: _____

How did you hear about us: (circle one)

Slate On Campus Advertising Printed Marketing Flyer

A Property Sign Property Web Site On/Off Campus Event

Current Tenant Direct Mail

Other (explain) _____

TENANT(S) _____
Initials