

LEASE AGREEMENT

LANDLORD: SIDNEY L. MAPES PHONE #'s- Home-765-3540 Cell-553-2741 Work- 765-0382

TENANT(S): _____ MAILING ADDRESS _____

S. SECURITY #(s) ___-___-___- / ___-___-___- Phone # _____ Drivers Lic # _____

PROPERTY ADDRESS: APARTMENT # _____ 302 W. MARKET ST., CLEARFIELD, PA. 16830

LEASE AMOUNT & TERMS: The premises are on a _____ (LENGTH) LEASE tenancy commencing _____ (LEASE DATE), and ending on _____ (DATE). Tenant agrees to pay Landlord the sum of \$ _____ for the LEASE term. Landlord will accept monthly payments of \$ _____ each month, plus a heating surcharge of \$25.00 per month in the applicable months (see below), all payments in advance on the _____ day of each month beginning on _____.

Tenant agrees to pay to a heat surcharge of \$25.00 per month, added to the monthly rent payment, in the months of December, January, February, and March. Said rental payment shall be delivered by Tenant to Landlord or his designated agent to the following address or location: **S.L. Mapes P.O. BOX 1023, CLEARFIELD, PA. 16830 or paid at SID'S 6-PACK SHOP.** Payment must actually be received by Landlord, or designated agent, in order to be considered in compliance with the terms of this agreement. In the event Tenant becomes deceased, Tenant agrees that Tenant's estate shall be liable for, and shall remit to Landlord, any balance due for the lease term.

Rent is due without demand. Tenant agrees that Landlord shall have the right to demand payment in full of the lease amount, minus the total amount of monthly payments made, if Tenant shall anytime be in default of the payment terms of this LEASE and/or over **10 DAYS** late, from due date, in making the monthly payment to Landlord. If monthly rent is not paid within **10 DAYS** from the original due date, Landlord may elect to start eviction proceedings against Tenant. Tenant waives the right to receive a "Notice to Vacate" eviction notice and Landlord may immediately file a "Complaint for Possession", for non-payment of rent, at the District Magistrate office. Tenant also waives any right to "pay and stay" if Tenant is being evicted for non-payment of rent.

OTHER EVICTION ACTIONS: Tenant waives the right to receive a "Notice to Vacate" eviction notice, before Landlord files a "Complaint for Possession" with a District Magistrate, if eviction is for any breach of the Lease not covered in the section immediately above, or for eviction at the end of the lease term if Tenant has not given up the premises on the last day of said term.

LATE RENT FEE : **If Landlord has not received rent payment within 5 DAYS after rent becomes due (including the due day), pursuant to the provisions of this lease, Tenant shall pay to Landlord a late fee of \$3.00 PER DAY , for each day, beginning with the FIRST day after the grace period.**

Tenant agrees to add said fee to the monthly rent then due. (Any Late Fees incurred for overdue rent, and not paid in the month in which said fees were assessed, will be DEDUCTED forthwith from the Tenant's SECURITY DEPOSIT. Tenant agrees to restore the balance of the security deposit to it's original amount by or with the next due rent payment or be held in default of this lease agreement. Upon expiration of the lease agreement, any late fees remaining due will be deducted from Tenant's security deposit. If tenant wishes to renew the lease and a balance remains for late fees, then an amount equal to the late fees due must be paid by Tenant to restore the balance of the security deposit to it's original amount).

DEPOSIT & FEE: Tenant shall pay the Landlord the following Deposit & Fee **before occupying** the rental premises, said Deposit may or may not be refundable. To qualify as a Refundable Deposit, the premises must left in the same condition as when Tenant first occupied the premises.

Security Deposit: \$ _____ Termination Fee (non-refundable): \$ _____ Total Due: \$ _____

Said Security Deposit is to be held and disbursed for Tenant damages to the premises (if any) as provided by law. Acceptance of the security deposit by Landlord in no way relieves Tenant of liability for damages, as stated in the **Condition of and Damages to Premises** section (see below), in excess of the monetary amount of the security deposit. Tenant may NOT use All or Any Part of said deposit for rent owed. Within **30 days** of the Lease ending date, Landlord shall return the security deposit to Tenant and/or provide Tenant a written statement indicating any amounts deducted from said security deposit and any/or amount due to Landlord for damages to the premises not covered by the amount of the security deposit.

BAD CHECK CHARGE: If Tenant tenders a check for rent which is dishonored by a banking institution, then Tenant shall only tender cash or cashier's check for all future payments. This shall continue until such time as consent is obtained from Landlord to make payment by check. In addition, Tenant shall be liable in the sum **\$20.00** for each check issued by Tenant that is returned to Landlord, from Landlord's bank, not paid for any reason.

BREAKING OF LEASE: This lease is for a yearly amount. Tenant is obligated for the total amount of the lease as indicated in the **LEASE AMOUNT AND TERMS** section of this lease. Tenant **does not** relinquish any obligations of this lease, financial or otherwise, by vacating the premises before the lease term expires. Civil action will be instituted to recover any amounts remaining due on the lease (the original amount of the lease minus any monthly rent payments made), which could result in a lien, wage attachment, or sheriff sale of Tenant's possessions, **and report of the past due or defaulted amount to a credit reporting agency, which could have a negative impact on Tenant's future credit rating.**

EARLY TERMINATION OF LEASE: Since early termination of this lease would cause financial loss to Landlord, Landlord will release Tenant from the terms of this lease only under the following conditions: 1). Tenant agrees to forfeit any security deposit held by Landlord to cover Landlord's expense in seeking another tenant. 2). **Tenant continues to pay the monthly rent payments to Landlord until the start date of a new Tenant's lease, if Landlord fills the vacancy.** 3). This lease shall remain in effect, with its original terms and conditions until said new Tenant's lease date. Landlord agrees to make diligent effort to find another tenant for the premises by advertising the vacancy continuously in a local newspaper and placing a "For Rent" sign outside the apartment. Failure of Tenant to abide by these terms will constitute a breaking of the lease by Tenant, with consequences as noted in the section above.

INTENT TO MOVE AT LEASE END: Tenant agrees to give Landlord at least **40 days** notice of intent to vacate the premises. In the event that Tenant does not give such notice, Tenant agrees that any money previously paid as security deposit will be forfeited to Landlord.

OFFER OF RENEWAL LEASE & AUTOMATIC ONE YEAR EXTENSION OF TENANCY: If Landlord has offered Tenant a new lease for a one year lease term subsequent to the expiration of Tenant's current lease, and Tenant desires to continue tenancy of the premises, Tenant must return a signed copy, to Landlord, of the new lease before the expiration date of Tenant's current lease. If Tenant has not returned a signed copy of the renewal lease to Landlord, before Tenant's current lease expires, and Tenant continues to occupy the premises after the expired lease term, and has not given Landlord the required 40 day's notice of intent to move at current lease end, as stated in the section immediately above, Tenant agrees that Landlord may invoke an automatic one year extension of Tenant's tenancy of the premises, under the terms of the offered renewal lease, upon notifying Tenant, by 1st class mail of such automatic extension. If Landlord has invoked an automatic extension of Tenant's lease, under the conditions stated above, and Tenant vacates the premises before the end of the expiration date of said lease extension,

Tenant agrees to forfeit any security deposit held by landlord and agrees to be bound all sections of the renewal lease including, but not limited to, the “**Early Termination of Lease**” and the “**Intent to Move at Lease End**” sections.

OCCUPANTS: The premises shall not be occupied by any person other than those designated above as Tenant(s) with the exception of the following named persons: _____

If Landlord, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by **\$35.00** for each such person. Any person staying **20 days** consecutive or longer, without the Landlord’s written consent, shall be considered as occupying the premises in violation of this agreement.

SUBLETTING OR ASSIGNING: Tenant agrees not to assign or sublet the premises, or any part thereof, without first obtaining written permission from Landlord.

LANDLORD’S RIGHT OF ENTRY: Landlord may enter and inspect the premises during normal business hours and upon reasonable advance notice, (Tenant may request **24 hours** notice for said inspections or entries), **EXCEPT, that during an emergency situation such as a major water leak, fire, severe electrical problem, or other event requiring immediate attention, Landlord or his agent or repair person may enter the apartment without advanced notice but only after making an attempt to contact Tenant by phone then knocking on Tenant’s door before making such entry to resolve said emergency.** Landlord is permitted to make all alterations, repairs and maintenance that, in Landlord’s judgment, is necessary to perform. In addition, Landlord has all rights to enter pursuant to laws of the jurisdiction.

UTILITIES: Tenant shall pay for all utilities and or services supplied to the premises with the following exceptions: **LANDLORD PROVIDES PARTIAL HEAT (to a maximum of 68 degrees- see section below) during the heating season, November 15th to April 15th, and SANITATION. LANDLORD DOES NOT PROVIDE AIR CONDITIONING.** It shall be the responsibility of Tenant to **arrange** for **Electric & Water** service in Tenant’s name Commencing no later than **1 day** from above Lease Date. **Electric service- Penelec 1st Energy- Ph 800-545-7741- us this reference # _____ Water- Clearfield Municipal Authority- 765-9609. TENANT IS RESPONSIBLE FOR ALL STOPPED DRAINS & PLUGGED TOILETS.** In the event that an electrical circuit goes out, Tenant may **reset the appropriate circuit breaker in the circuit breaker box, marked with Tenant’s apartment number, located in the basement of the building,** . Tenant must notify Landlord immediately of such tripping of any circuit breaker.

PENELEC Customer Assistance Program (CAP). CAPs can lower your monthly utility bill. CAPs may also remove the amount you already owe. The company works with the customer to determine what the customer can pay verses the cost of energy used. **FOR INFORMATION CALL- (800) 207-9276**

Household Size Monthly Income

1 person \$ 1,196
2 persons \$ 1,604 **The income levels are effective**
3 persons \$ 2,011 **April 1, 2005.**
4 persons \$ 2,419

HEATING & THERMOSTAT CONTROL FOR ENERGY CONSERVATION: Tenant agrees that Landlord will provide heat, during the period, **November 15th to April 15th**, inclusive, to Tenant’s premises to a **maximum** of **68 degrees** (or lower at Tenant’s request). Between the hours of 11:00pm to

6:00am, Tenant agrees that Landlord will provide heat to a maximum of 63 degrees. Landlord agrees to enable a thermostat override, during the 63 degree night offset period, to allow Tenant to bring the temperature up, to the maximum 68 degrees, in cases of emergency or unforeseen waking during the night. Landlord may adjust the thermostat to different settings to reflect circumstances of Tenant's apartment, work schedule, or Tenant's medical condition. Tenant may also request said adjustments. Landlord is under no obligation to raise the thermostat setting unless Tenant provides a doctor's statement of Tenant's medical condition requiring special temperature requirements. Tenant agrees that Landlord may use any combination of central heating and **Landlord-provided oil-filled space heaters** to fulfill Landlord's obligation to provide said heat. When Landlord notifies Tenant to use the provided oil-filled space heaters to maintain the occupied premises at 68 degrees, Landlord will reimburse Tenant for the cost of any electric usage incurred, over Tenant's average usage for the given period, or comparable periods of previous Tenants, required to power said space heaters. Tenant agrees that Landlord may, at any time, upon informing Tenant, discontinue reimbursement to Tenant for use of space heaters and that Landlord will then provide the required maximum heat only through the central heating system. Should Tenant desire to maintain a temperature higher than that provided by Landlord, as described above, or if Tenant requires heat during the period from April 16th to November 15th, inclusive, the cost of electricity to run the provided oil-filled heaters will then be the sole responsibility of the Tenant, and Tenant agrees to not seek reimbursement from Landlord for such additional costs of electricity to power said heaters during these times. Tenant agrees to use **only** the provided oil-filled heaters, plugged into the designated receptacles, for any said additional heat. Tenant also agrees that, in any case, Landlord will not be required to provide an inside temperature higher than 68 degrees and that Tenant, as stated above, may supplement the heating of the premises with the provided electric heating device at Tenant's expense. Tenant also agrees to keep **all windows** and, if fitted, **all storm windows closed** during the months of November, December, January, February, and March, except a bedroom window may be opened up to 2 inches at night, if desired. Landlord may install inside, cling-type, clear plastic window coverings as Landlord sees deems necessary.

PARKING: Tenant is ____ assigned a parking space. _____ On-street parking is also available. Tenant may not wash, repair, or paint in the designated space or at any other common area on the premises. Tenant may only park vehicles which are registered in their name. Tenant may not assign, sublet, or allow any other person to use any parking space. This space is exclusively used for the parking of passenger automobiles by the Tenants.

CONDITION OF AND DAMAGE TO PREMISES: Tenant acknowledges that the premises have been inspected and acknowledges that said premises have been cleaned and all items, systems, fixtures, appliances, and appurtenances are in complete working order, except for any limitations as noted below, and that said premises are free of pests, vermin, and insects. Tenant must notify Landlord, **in writing**, within two weeks of first occupying the premises, of any items, systems, or problems in need of repair or correction as evident since Tenant first occupied the premises.. Landlord asserts, to the best of his knowledge, that such fixtures, systems, appliances, and appurtenances are in complete working order, except for limitations as noted below, and that the premises are free of pests, vermin, and insects. Tenant agrees to accept the premises as is, provided that the premises meet the requirements of the Pennsylvania law of "Implied Warranty of Habitability." Tenant agrees to accept the limitations of the electrical, heating, water and sewer, and roof systems, evident or unforeseen, "as is", as of when Tenant first occupied the premises except as provided for in the Pennsylvania law of "Implied Warranty of

Habitability.” Landlord is under no obligation to upgrade any system that Tenant finds inconvenient due the limitations of said systems except to comply with the Pennsylvania law of “Implied Warranty of Habitability,” or as directed by the Code Enforcement Officer of the jurisdiction. Tenant promises to keep the premises in a neat and sanitary condition and to immediately reimburse Landlord for any sums necessary to repair any item, fixture or appurtenance needing service due to Tenant’s, or Tenant’s invitee’s, misuse or negligence, **including water overflows**, or, because of an accident or intentional act by or to Tenant. If the premises leased to Tenant become uninhabitable due to any action, neglect, inaction, or accident by or to Tenant, or by or to Tenant’s invitees, or from any other cause, including Tenant introducing or promoting pests, vermin, or insects onto the premises or for any other reason resulting from Tenant’s occupancy of the premises, including Tenant becoming deceased while inhabiting the premises, Tenant agrees that Tenant, or Tenant’s estate, shall be liable for any damages, cost of clean-up, repairs, exterminating, or replacement, to restore the premises to the same condition as when Tenant first occupied the premises, including, but not limited to, carpeting, wall coverings, fixtures, doors, windows, and appliances. Tenant or Tenant’s estate shall reimburse Landlord for any monetary amounts occurred or necessary to restore the premises to the said first occupied condition. Tenant further agrees that Landlord has no obligation to seek recovery from Landlord’s insurance carrier for any damages resulting from Tenant’s occupancy of the premises, either from or by neglect, accident, any act by Tenant’s invitees, from any other cause, or as a result of Tenant becoming deceased. Tenant is advised to carry **Renter’s Insurance**. Tenant shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. Tenant shall be responsible for the cleaning or repair or replacement of a garbage disposal, if included, where the cause has been a result of bones, grease, or any other item which normally causes blockage of the mechanism. **Tenant agrees to surrender possession of the leased premises in as good a condition as received except for normal wear and tear.**

REPAIRS & CORRECTION OF PROBLEMS BY LANDLORD: Tenant agrees that when a repair or correction of a problem is the responsibility of the Landlord, Tenant must initially notify Landlord verbally of the nature of said problem, **immediately** if in an emergency situation, then **in writing**, within one week of the verbal notification, as to the nature of the problem or what item needs servicing or repaired. Landlord will then have a reasonable period of time, not to exceed 180 days, to facilitate such repairs unless the premises are deemed uninhabitable by the Code Enforcement Officer of the jurisdiction or said officer orders repairs made within a different period of time. Landlord is under no obligation to upgrade any system that Tenant finds inconvenient due the limitations of said systems except to comply with the Pennsylvania law of “Implied Warranty of Habitability,” or as directed by the Code Enforcement Officer of the jurisdiction. Under no circumstances may Tenant withhold rent unless unit is deemed uninhabitable under laws of the jurisdiction including the Pennsylvania law of “Implied Warranty of Habitability.” Landlord is under no obligation to undertake major upgrades to any electrical, heating, water, or sewer system, or major roof repairs or replacement unless premises are rendered uninhabitable by the Code Enforcement Officer of the jurisdiction or upgrades are ordered by said Officer. Tenant agrees that all disputes over such matters will be resolved by the Code Enforcement Officer. **LANDLORD’S RIGHT OF ENTRY: During an emergency situation such as major water leak, fire, severe electrical problem, or other event requiring immediate attention, Landlord or his agent or repair person may enter the apartment without advanced notice but only after making an attempt to contact Tenant by phone then knocking on Tenant’s door before making such entry to resolve said emergency.**

ALTERATIONS: Tenant shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from Landlord. Tenant shall not change or install locks, paint, or wallpaper said premises without Landlord's prior written consent. Tenant shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the public. Landlord **will not reimburse** Tenant for **any** alterations done in violation of this section and/or without Landlord's written consent. When Landlord so requests, Tenant must restore the premises to original condition immediately, or, with Landlord's written permission, before the Lease end date.

SMOKE ALARMS/DETECTORS & FIRE EXTINGUISHERS: Tenant shall not remove any battery from smoke detectors/alarms, or in any other way interfere with the proper functioning of, or disable, said Devices or extinguishers. Tenant shall notify Landlord immediately of a malfunctioning detector/alarm or fire extinguisher.

NOISE AND DISRUPTIVE ACTIVITIES: Tenant or their guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the Landlord or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises. Further, Tenant shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited.

PETS: **No dog, cat, or other four-legged pet or animal of any kind may be kept on or about the premises. If Tenant is found to be in violation of this provision, then this lease will immediately become null and void and Tenant shall relinquish all rights to further occupancy of the premises.** Tenant must receive written permission from Landlord to keep a bird or fish on premises.

FURNISHINGS: No liquid filled furniture of any kind (water bed, etc.) may be kept on the premises.

ABANDONMENT: It shall be deemed a reasonable belief by the Landlord that an abandonment of the premises has occurred where rent has been unpaid for **30** consecutive days and Tenant has been absent from unit for **30** consecutive days.

LEASE ASSIGNMENT: Tenant agrees that upon Landlord's sale, transfer, or assignment of the apartment building, Landlord may transfer or assign the Lease agreement to the new owner or assignee.

WAIVER: Landlord's failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default under agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Landlord's rights with respect to that or any subsequent right. It is further agreed between the parties that the payment of rent at any time shall not be a waiver to any legal action, unless Landlord in writing specifically acknowledges that this constitutes a waiver.

VALIDITY / SEVERABILITY: If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

NOTICES: All notices to the Tenant shall be deemed served, upon mailing by first class mail, addressed to the Tenant, at the subject premises, with the forwarding provision of "**Address Correction Requested, Return Postage Guaranteed**", or, if Tenant is known to be still occupying the premises, upon personal delivery to the premises, whether or not Tenant is actually present at the time of said delivery. All notices

to the Landlord shall be served by mailing first class mail to: **P.O. Box 1023, Clearfield, PA. 16830** or by personal delivery at **Sid's 6-Pack Shop**.

PERSONAL PROPERTY OF TENANT: Tenant agrees to remove all of Tenant's personal property no later the last day of the Lease term, Any personal property of Tenant remaining on the premises after said date, whether inside or out, shall be stored by the Landlord for **10 days**, during which time Landlord shall attempt to notify Tenant, by regular mail, with the forwarding provision of "**Address Correction Requested, Return Postage Guaranteed**", to remove all personal property from Landlord's premises. If within the 10 day time period, Tenant does not claim said property, Landlord may dispose of said items in any manner Landlord chooses.

APPLICATION: All statements in Tenant's application must be true & correct. False statements will constitute a material breach of this lease.

END OF LEASE PROVISION: Tenant agrees to vacate the premises by or on the Lease ending date, unless a new Lease agreement has been offered by Landlord and signed by Tenant to continue Tenant's occupancy of the premises for an additional Lease period. Tenant will not offer and Landlord will not accept rent payments without a signed Lease agreement. This Lease will under no circumstances convert to a month-to month agreement upon expiration of the original Lease term. See the "**OFFER OF RENEWAL LEASE & AUTOMATIC ONE YEAR EXTENSION OF TENANCY**" section on Page 2 for additional provisions.

WEB SITE FOR TENANT'S RIGHTS INFORMATION: Downloadable brochures and information on Tenant/Landlord law, Tenant Rights, eviction, and other issues can be found at the Pennsylvania Legal Services web site: www.palegalservices.org/Community_Education/housing_shelter.htm

ADDITIONAL TERMS: _____

BY SIGNING THIS LEASE, TENANT AGREES THAT LANDLORD MAY EXCHANGE INFORMATION AND REQUEST REPORTS FROM CREDIT REPORTING AGENCIES. IF TENANT ASKS WHETHER OR NOT A CREDIT REPORT WAS REQUESTED, LANDLORD WILL ANSWER AND, IF AFFIRMATIVE, LANDLORD WILL PROVIDE TENANT WITH THE NAME AND ADDRESS OF THE AGENCY THAT FURNISHED THE REPORT. IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates shown below.

_____ LANDLORD _____ DATE

_____ TENANT _____ DATE

_____ TENANT _____ DATE