

HOUSING CONTRACT

This contract dated _____ is between:
Referred to in this contract as the Landlord, and:

Referred to in this contract as the Tenant(s).

LET IT BE KNOWN by this written agreement that for and in consideration of the rent paid, and the other responsibilities, covenants and duties to be performed by Tenant(s) as specified below, Landlord hereby rents to Tenant(s) the property known as:

referred to in this contract as the Premises It is understood that Tenant(s) will be sharing the Premises in common with Occupants having housing contracts with the Landlord.

1. TERM OF OCCUPANCY

The term of this agreement shall be from _____ Tenant(s) shall not move into the Premises before the start of the term of this contract, and shall immediately vacate the Premises and deliver possession to the Landlord at its expiration.

2. RENT

Tenant(s) shall pay as rent the total amount of: \$ _____
The rent shall be paid at the office of the Landlord:

241 West 8th Street Erie, PA 16501

Phone: 814-790-4964

Fax: 814-459-0995

Email: rentals@bauerpropertymanagement.com

or at such other place as the Landlord may designate in writing.

Payments shall be made promptly without demand upon the following schedule:

**** 45-Day Extensions (Fall/Spring semesters only) available for a \$25.00 fee MUST be taken care of before due date.**

****Payment schedule may be modified at (Bauer Property Management's discretion) for an additional PAID fee of \$50.00 before due date.**

TOTAL \$ _____

(If rent is received after the due date, there will be a \$50.00 late fee (PER EACH STUDENT THAT'S LATE) charged to the account. (Late Fee amount subject to change without notice.)

3. SECURITY DEPOSIT

Tenant(s) shall pay a security deposit of \$_____ at the time of signing this contract. Landlord may deduct from this deposit the cost of any damages to the Premises, the cost of any cleaning not completed by Tenant(s), any unpaid amount due under this contract and the actual cost of any damage or loss suffered by Landlord due to Tenant(s) default or failure under any of its provisions; however the total amount of such costs or damages shall not be limited by the amount or the security deposit paid.

It is understood that if more than one security deposit has been paid by the occupants of the Premises, Landlord shall have the right but not the obligation to allocate the cost of damages and other costs among the occupants in proportion to the amount of deposit paid by each.

Landlord shall return the deposit without interest except as may be required by law, less any deductions within 30 days of the expiration of this contract or its earlier termination, and the surrender of the Premises and all keys to the Landlord by all occupants.

Tenant(s) may not give up the security deposit as a payment towards the rent. In the event all keys are not returned, Landlord may charge the cost of changing locks and replacing key sets as damages.

In the event during the term of this contract damages occur to the Premises for which Tenant(s) are responsible, Landlord may withdraw the cost of repairs from the security deposit within ten (10) days of receipt of written notice from Landlord that said costs have been withdrawn from the deposit. Tenant(s) shall remit the amount of said costs to Landlord to replace the amount withdrawn. Failure to make such remittance within the required time period shall be considered a default under this contract.

4. UTILITIES AND SERVICES

Landlord agrees to furnish the following utilities and services at Landlord's expense:

All other utilities and services shall be the responsibility of Tenant(s). Tenant(s) shall have their refuse ready each week when trash pickup is scheduled; or shall deposit their refuse in dumpsters if provided by landlord. All refuse shall be properly bagged, and Tenant(s) shall comply with all regulations regarding trash handling and recycling, including all rules imposed by Landlord. Tenant(s) shall be held responsible for all fines resulting from noncompliance with trash handling or recycling regulations. If the Landlord has to pick up the trash, a charge of \$30.00 per bag will be charged to the tenant(s)'s account.

5. RETURNED CHECKS

In the event any payment of rent, additional rent, or other amount due under this contract is paid by check and the check is returned for insufficient funds or for any other reason, a charge shall be paid by Tenant(s) of **\$35.00** to cover handling of the check for each redeposit.

6. INSPECTION OF THE PREMISES

Tenant(s) certify that they have personally inspected the Premises and find it in good repair and in proper working order. Tenant(s) accept the entire Premises as is.

WITHIN FIVE DAYS OF TAKING POSSESSION OF THE PREMISES, TENANT(S) SHALL FURNISH LANDLORD WITH A LIST OF ANY DEFECTS OR DAMAGES WHICH EXISTED AT THE INCEPTION OF THIS CONTRACT. IF TENANT(S) FAILS TO FURNISH SUCH A LIST WITHIN FIVE DAYS, THEN THIS SHALL BE SUFFICIENT EVIDENCE THAT NO DEFECTS OR DAMAGES EXISTED IN THE PREMISES AT THE INCEPTION OF THIS CONTRACT. TENANT(S) SHALL BE HELD RESPONSIBLE FOR ALL DAMAGES NOT INCLUDED IN THIS LIST.

7. USE OF PREMISES

Tenant(s) agree to use and to occupy the Premises as a personal residence for themselves and for no other purpose.

Tenant(s) will permit no unlawful business or conduct to be carried out upon the premises nor permit anything to be done contrary to the conditions of any insurance policy, or which increases the hazard, or causes any insurance policy to become invalid.

Absolutely no illegal drugs or unlawful use of controlled substances, nor underage drinking of alcoholic beverages shall be tolerated upon the Premises. Any violation of drug or liquor control laws, seizure by law enforcement officials of any illegal drugs on the Premises, the conviction of any Tenant for drug or liquor law violations, or the application by any Tenant for acceptance into any A R. D., P W. O. V., or similar probation program shall be a serious default under this contract which shall subject Tenant(s) to all remedies afforded Landlord by law or by this contract, including immediate termination of this housing contract.

No fire arms or other lethal weapons of any kind shall be allowed on the Premises at any time.

8. NOISE

Tenant(s) shall not engage in any noise activity which disturbs others or which can be heard outside the building, including but not limited to loud parties, playing of musical instruments, televisions, radios, or other sound equipment; nor engage in loud talk at any time; nor act in any other manner which disturbs others. A **\$25.00 noise violation fee** will be added to the tenants account. One verbal warning plus noise violation fee will be given the first time. The second time, the tenant will be given a written warning plus noise violation fee. The third time, the tenant will receive a noise violation fee and is grounds for eviction.

9. PETS

Tenant(s) shall not keep nor allow a dog, cat, or other animal on the Premises at any time. A fee of **\$25.00 per day** will be charged for pets in or on the premises and is grounds for eviction.

10. SUBLEASE

Tenant(s) shall not sublease the Premises, nor assign this contract, nor permit the use of the Premises or any part of the Premises to any other person without the prior written consent of the Landlord.

11. RELEASE OF TENANT

In the event a Tenant desires to vacate the Premises and be released from this contract, and a suitable replacement occupant can be found, Landlord shall have the absolute right to accept or reject said replacement at Landlord's sole option. In the event said replacement is accepted by Landlord, the replacement must sign this agreement. The replacement occupant shall pay a security deposit in at least the same amount as the vacating Tenant, and all rent and other payments must be paid up to date before the vacating Tenant shall be released. Landlord shall then pro-rate the rent between the parties as of the date the vacating Tenant is released, and shall return his or her security deposit less any deductions as provided for in this agreement. All replacement occupants must be of the same sex as the vacating Tenant.

Landlord shall have the right to charge a reasonable fee for allowing any such replacement and for the trouble of handling the pro-ration of rent and handling of security deposits. If there is not a suitable replacement found, the tenant(s) will be responsible to pay a liquidation fee equivalent to two months rent, plus forfeit of the security deposit(s). If there are cleaning or repair charges at move out, the charges will be billed to the tenant and due upon receipt.

12. RESTRICTIONS AS TO GUESTS

There are to be no more than double the number of Tenant(s) on the Premises at any time. No overnight guests are permitted without the prior approval of Landlord. If guests stay longer than two nights without approval, the tenant will be billed the equivalent of one month rent per guest, plus grounds for eviction.

13. CARE OF THE PREMISES BY TENANT(S)

Tenant(s) agree not to injure or deface the premises in any manner, but to keep and preserve it in

good order, and at the expiration of this contract or its earlier termination, to peacefully and quietly yield up the Premises in as good or better order and condition as it is in at the time of first taking possession.

Tenant shall not drive large nails or screws into the walls or woodwork, nor deface these in any way. No tape or other adhesives shall be used to attach items to the walls. Pictures or other items may be attached to the walls using small nails, or small hangers designed for this purpose which minimizes damage to the walls, provided that an excessive number of these shall not be used. Tenant(s) shall be held responsible for the cost of repairing any holes caused by attaching items to the walls.

The cost of repairing any defacement or damage caused by Tenant(s), their visitors, or any third party shall be charged against the Tenant(s) as additional rent. Landlord shall not be obligated to determine which occupant(s) of the Premises are responsible for any damage which may occur, and Tenant(s) shall be held responsible for said damage jointly and severally.

Tenant(s) shall not keep, use, nor allow any inflammable or explosive fluids or compounds within or near the Premises: nor shall Tenant(s) do anything which violates the provisions of any insurance policy covering the Premises, which increases the hazard of loss, or poses a danger to the building or its occupants.

Tenant(s) shall protect and keep the entire Premises secure at all times

Tenant(s) shall not place nor permit cars, trucks or other vehicles on the lawn or on other parts of the Premises where they are not intended. Any damage to the Premises caused by failure to comply with this provision shall be charged to Tenant(s) as additional rent.

Tenant(s) shall keep the Premises and its appliances and equipment clean and free from rubbish at all times. If Landlord is required to pay for any cleaning or hauling of trash, the cost will be charged to Tenant(s) as additional rent. (\$30.00 per bag)

Tenant(s) shall keep the Premises heated at all times during the heating season. In the event Tenant(s) fail in this respect, and any freezing or bursting of pipes or other damage occurs due to the lack of heat, the cost repairing the damage shall be charged to the Tenant(s) as additional rent.

Tenant(s) shall not overload the electrical service. Landlord reserves the right to require removal of any electrical device which in Landlord's opinion is unsafe, contains faulty wiring, or exceeds the capacity of the electrical circuit to which it is connected. If any such item is not immediately disconnected and removed upon Landlord's demand, Landlord shall have the right to disconnect and remove said device without liability.

Tenant(s) shall not employ additional or auxiliary heating devices, nor use the appliances to provide heat.

Tenant(s) shall inspect and test the operation of the smoke detectors at the commencement of this contract, and then monthly thereafter, and to replace batteries as needed in order to keep the smoke detectors operable at all times. Tenant(s) shall notify the Landlord in case any smoke detector is not functioning properly.

Tenant(s) shall not discharge fire extinguishers without due cause. Tenant(s) shall notify Landlord whenever any fire extinguisher is discharged.

Tenant(s) shall not place a waterbed in the Premises without the prior written permission of Landlord.

14. REPAIRS

Tenant(s) shall make no repairs, alterations, nor improvements to the Premises. Landlord shall not be required to perform any repairs during this contract except at Landlord's option or as required by law.

Tenant(s) shall furnish and replace as needed all light bulbs, smoke detector batteries, and all other consumable items and supplies used in the Premises during the term of this contract at their own expense.

Tenant(s) shall notify Landlord of any roof leaks or other major repair to the Premises which may become necessary.

Tenant(s) shall be responsible for the cost of services to the Premises for clogged drains, dogged toilets, clogged disposals, adjustment and cleaning of thermostats, extermination of insects or other pests, and other such minor repair or service calls.

Tenant(s) shall be held responsible for the cost of any repair or replacement which becomes necessary due to the willfulness, neglect, or negligence of Tenant(s), their visitors, or other occupants of the Premises.

15. NO REDUCTION IN RENT FOR CIRCUMSTANCES BEYOND LANDLORD'S CONTROL

No elimination or reduction in rent, nor other compensation shall be claimed by Tenant(s) for any inconvenience or discomfort arising from repairs or improvements being made to the Premises or its equipment, nor from any space taken to comply with any law or governmental authority, nor from Landlord's failure to supply any services, utility, or supplies agreed in this contract due to causes beyond the Landlord's control. In the case of any such curtailment of services, utility or supplies, Landlord shall make a reasonable effort to reinstate the same as soon as practicable.

16. INSURANCE AND RESPONSIBILITY FOR TENANT'S GOODS

Tenant(s) shall be responsible for their own goods placed upon the Premises. Landlord shall have no responsibility for any loss or damage to any property belonging to Tenant(s). It is understood that Landlord's insurance does not provide coverage for any goods belonging to Tenant(s). All insurance carried upon said goods shall be the **responsibility of Tenant(s). Renters' Insurance should be carried by all tenants.**

17. PERSONAL SAFETY AND SECURITY

Tenant(s) agree to assume full responsibility for the personal security and safety of the inhabitants of the Premises. Tenant(s) shall at their own expense take such additional security measures as Tenant(s) deem appropriate. Landlord agrees to change the locks upon the written request of Tenant(s) provided that Tenant(s) shall pay for the cost of said service.

18. RELEASE OF LANDLORD'S LIABILITY FOR DAMAGES AND INJURIES

It is understood and agreed that the Tenant(s) release and hold Landlord harmless and agree to indemnify the Landlord against all liability and claims for any damages to the goods and effects of Tenant(s) or others or for any injury received by Tenant(s), their guests, visitors, or any other third party on the Premises, unless said injury or damages are the proximate result of Landlord's negligence or failure to take steps necessary to correct any defect in the premises not caused by Tenant(s), after due notice is given by Tenant(s), and within a reasonable amount of time given the circumstances then prevailing. In the case of damages to the property of Landlord created willfully or by carelessness or neglect of any Tenant or Tenants, their guests, or any third party. Tenant(s) agree to reimburse Landlord to the full extent of such damages. Said damages to be payable as additional rent.

19. LANDLORD'S RIGHT TO ENTER, INSPECT, AND LABEL PREMISES

Landlord or Landlord's agent shall have the right to enter the Premises at any reasonable time to examine the condition of the Premises, or for the purpose of making repairs or improvements, protecting the Premises from damage, or to show the Premises for rent or sale. Landlord will attempt to notify Tenant(s) at least 24 hours in advance of any intended entry, if it is possible and reasonable to do so. Tenant(s) shall not unreasonably restrict nor prohibit any such entry. In case of emergency, potential emergency, or condition requiring immediate attention, Landlord or Landlord's agent may enter without prior notice.

Landlord or Landlord's agent shall also have the right to establish a program of periodic scheduled inspection of the Premises during reasonable hours of the day or evening, to examine its condition and to verify compliance by Tenant(s) with the terms of this contract. If such a program is established, Landlord shall inform Tenant(s) of the inspection schedule in advance, and no further notice shall be required for inspections under said program.

Landlord shall have the right to label the Premises for rent or for sale.

20. LANDLORD'S RIGHT TO TERMINATE CONTRACT

Landlord reserves the right to terminate this contract at any time by giving Tenant(s) 30 days prior written notice. Upon receipt of notice that Landlord has exercised said right, Tenant(s) agree to vacate the Premises on or before the expiration of the notice period. If Tenant(s) fail to vacate the Premises in such event, Landlord may use every right provided in this contract or by law to obtain possession of the Premises.

21. MISCONDUCT BY TENANT AND TERMINATION FOR CAUSE

If any Tenant, or any guest of any Tenant causes a disturbance, disrupts the quiet and/or safety of others or of the Premises, or in any other manner whatsoever violates this contract and if said conduct after Landlord has given one written notice of the violation is not immediately corrected; or if a subsequent violation occurs after said notice, Landlord shall have the right to terminate this contract

with five(5) days written notice, and to obtain possession of the Premises at the end of said period using every right provided in this contract or by law.

Termination of this contract by Landlord under this provision shall not relieve Tenant(s) from their financial obligation to pay the rent and to pay all other charges due under this contract; and in addition, Landlord shall be entitled to collect all costs and expenses required to obtain possession of the Premises from Tenant(s) including reasonable attorney's fees.

22. **DEFAULT CLAUSE**

During the term of this contract, or any of its renewals, if any of the following conditions occur, and as often as they occur:

- a) Upon the failure of any Tenant to pay any installment or installments of rent, additional rent, or any other amount due hereunder, after five(5) days notice of said failure; or to keep all of the covenants and responsibilities of this contract after notice of said failure is given; or
- b) If any Tenant shall make any attempt or manifest any intention to remove the goods or effects of any Tenant or occupants out of or off of the Premises; or
- c) In the case of judicial seizure of any Tenant's goods which are located on the Premises; or
- d) If a petition for legal determination of any Tenant as a voluntary or involuntary bankrupt shall be filed under the Acts of Congress related to bankruptcy, or if an application is made for appointment of a receiver for any Tenant or if any Tenant makes an assignment for the benefit of creditors, without first having paid and satisfied the Landlord in full for all rent which may become due and payable during the term of this contract;
- e) The violation by any Tenant of drug or liquor laws, or the seizure of drugs on the premises;

LANDLORD MAY THEN PROCEED to recover possession of the Premises as provided by law and/or to collect, as provided by law, all rent, additional rent, and all other amounts due under this contract including if Landlord shall elect, and to the extent permitted by law, the entire amount of rent for the full term of this contract from beginning to end as though the entire amount were due on the first day of the term in advance, along with interest, costs of suit and reasonable collection and attorney's fees, and Landlord may demand this amount from the proceeds of any sale that may occur of any goods of Tenant(s).

TENANT(S) SPECIFICALLY WAIVE PRIOR NOTICE TO VACATE, AND LANDLORD MAY PROCEED WITH ANY ACTION AT LAW WITHOUT ANY ADDITIONAL PRIOR NOTICE TO TENANT(S) WHATSOEVER.

In the event of a default by any Tenant as specified above or under any of the terms of this contract, Landlord may, at his option, and without prior notice to Tenant(s):

- a) Take immediate possession of the Premises as though this contract had expired, provided said action is legally permitted. Said action shall under no circumstances be considered as an eviction of Tenant(s), nor as forcible entry, nor a holding back of the Premises from Tenant(s); Tenant(s) having forfeited possession by such default, and/or
- b) Declare this contract null and void and demand possession of the Premises from Tenant(s), using all right or remedies as provided by law.

Should Tenant(s) fail to comply with any of the covenants, conditions, or responsibilities of this contract Landlord shall be entitled to collect all costs incurred for loss of interim rent, advertising, brokerage fees, decorating and preparing the premises for another occupant, attorney's fees, court costs, cost of time spent by Landlord and Landlord's employees in securing another occupant for the premises, and all other costs incurred by Landlord by virtue of said default.

23. **ABANDONMENT OF GOODS**

All goods and belongings left on the premises at the expiration of this contract shall be considered abandoned, and the Landlord shall be entitled to remove all such goods and belongings and to dispose of them as the Landlord sees fit without any liability whatsoever to any Tenant or any other third party.

In the event it reasonably appears to Landlord that Tenant(s) have abandoned or vacated the Premises at any time during the term of this contract, Landlord shall be entitled to remove any items remaining or left behind by Tenant(s) and to dispose of them as Landlord sees fit without any liability whatever to any Tenant or any other third party. Landlord shall be entitled to collect from Tenant(s) any costs incurred for the disposal of any items left behind or abandoned by Tenant(s).

24. DUTIES OF TENANT(S) AT END OF CONTRACT

Before vacating, Tenant(s) shall thoroughly clean the Premises, and shall leave it ready for another occupant, to the satisfaction of the Landlord. Cleaning shall include but not be limited to all appliances, fixtures, furniture, walls, floors, ceilings, windows, woodwork, window blinds and doors. Tenant(s) shall remove all rubbish and all their goods and possessions from the Property. In the event Tenant(s) fail to properly clean the Premises, Landlord shall be entitled to collect from Tenant(s) any costs incurred by Landlord for cleaning and for removal of trash, including also the cost of time spent by Landlord and Landlord's employees. **It is further understood** that it will be the tenants' responsibility to schedule a Move-Out Inspection 30 days prior to the end of the lease or move out date. At that time, the maintenance supervisor will instruct the tenants on what cleaning and repairs should be done before the lease end date or the move out date to receive the full security deposit back. It is also the tenants' responsibility to schedule an appointment for the FINAL Move-Out Inspection. During the FINAL Move-Out Inspection, the maintenance supervisor will determine what deductions, if any, will come from the security deposit. If there is a balance due at Move-Out, the balance will be due at the time of Move-Out in addition to giving a forwarding address in writing and returning the keys, parking passes, etc.

25. JOINT AND SEVERAL OBLIGATION OF TENANT(S)

Where there is more than one Tenant occupying the Premises under this contract, it is understood that the Tenant(s) named herein shall be held jointly and severally responsible for the full payment of all rent due hereunder. Landlord reserves the right to seek and/or collect from any Tenant named herein the whole amount owed for unpaid rent due under this contract.

Where there is more than one Tenant occupying the Premises, either under this contract or any other contract with Landlord, it is understood by the Tenant(s) that their liability for damages, and any other obligations hereunder other than payment of rent is joint and several with all other Tenants and occupants. Landlord reserves the right to seek and/or collect from any one Tenant the whole amount owed for such damages, or other obligations owed hereunder, or as a matter of law.

26. OBLIGATION OF CO-SIGNERS

It is agreed that any person who has co-signed this contract on behalf of a Tenant named herein shall be held responsible for the payment of all rent and the full performance of all obligations of said Tenant hereunder. No co-signer, however, shall be obligated to pay any amount of rent in excess of an equal share of the total rent pro-rated between the Tenants named herein.

27. TITLE AND QUIET ENJOYMENT

Landlord affirms to Tenant(s) that Landlord has the right and authority to enter into, execute, and deliver this contract.

Landlord further affirms that if Tenant(s) pay the rent and perform the duties, covenants and responsibilities of this contract, Landlord shall not hinder the peaceful and quiet enjoyment of the Premises by Tenant(s) during the term of this contract.

28. NOTICES

Any notices to the Tenant(s) shall be considered duly delivered when addressed to the Tenant, or if more than one, then to any one of the Tenants, and deposited in the mail for delivery at the Premises; or when affixed or attached to the Premises in a conspicuous manner.

29. RULES AND REGULATIONS

Landlord reserves the right to impose reasonable rules and/or regulations in addition to the requirements of this contract, for the purpose of proper administration of Landlord's property; such regulations shall apply to all the residents of the property. Landlord shall notify Tenant(s) of any rule or regulation in writing prior to the date it becomes effective. Tenant(s) agree to comply fully with any rules and regulations which may be attached to this contract, or which may be imposed by Landlord during the term hereof. **Attachments:** Lead Base Paint, Lease Addendum . House Rules, Cleaning and Repair Charges at Move-Out, Prohibited Dog List, Infestation Policy, Parking Notice, 45-Day Extension (optional), Occupying Rooftops.

30. ENTIRE AGREEMENT

This contract contains the entire agreement between the Landlord and the Tenant(s). No representative or agent of the Landlord has been authorized to make any representations or promises

with reference to the leased Premises or this contract, or to alter or modify it in any way. No additions, changes, or modifications shall be binding unless reduced to writing, signed by both Landlord and Tenant(s), and attached hereto.

TENANT(S) AFFIRM, BY SIGNING AND EXECUTING THIS CONTRACT THAT THEY HAVE READ THE ENTIRE AGREEMENT, AND FULLY UNDERSTAND ALL OF ITS PROVISIONS. LANDLORD AND TENANT HAVE PREPARED THIS WRITTEN DOCUMENT IN ORDER TO SPECIFY, CONFIRM, AND MAKE THEIR AGREEMENT KNOWN, AND HAVE SIGNED AND SEALED IT BELOW, INTENDING TO BE LEGALLY BOUND BY ALL OF ITS COVENANTS AND PROVISIONS.

Landlord Signature L.S.

Tenant Signature

Cosiigned By Parent or Guardian L.S.

Tenant Social Security Number

Parent or Guardian Social Security Number

Home Telephone

Home Address, City, State, Zip

Tenant Signature

Cosiigned By Parent or Guardian L.S.

Tenant Social Security Number

Parent or Guardian Social Security Number

Home Telephone

Home Address, City, State, Zip

Tenant Signature

Cosiigned By Parent or Guardian L.S.

Tenant Social Security Number

Parent or Guardian Social Security Number

Home Telephone

Home Address, City, State, zip

Tenant Signature

Cosiigned By Parent or Guardian L.S.

Tenant Social Security Number

Parent or Guardian Social Security Number

Home Telephone

Home Address, city, State, zip

READ YOUR CONTRACT. IT IS A LEGAL DOCUMENT AND YOU WILL BE HELD RESPONSIBLE FOR ITS TERMS.

DISCLAIMER

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