

Country View Manors

At Dunmore

A TOWNHOUSE RENTAL COMMUNITY
76 UNIVERSITY DRIVE
DUNMORE, PA 18512

Residential Lease Agreement

TENANT(S) AGREES TO LEASE FROM LANDLORD THE PREMISES INDICATED BELOW FOR THE TERMS STATED:
TENANTS: LANDLORD: 600-638 SALEM PARK ASSOCIATES, LLC
P.O. BOX 216, KENILWORTH, NJ 07033

PREMISES TO BE RENTED: UNIVERSITY DRIVE, DUNMORE PA 18512

LEASE DATE:	TERM:
BEGINNING:	END:
YEARLY RENT: \$	MONTHLY RENT
SECURITY:	# OF BDRS:

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at above address for the period commencing on the **1st day of the beginning month** thereafter until the **last day of the ending month** at which time this Lease Agreement shall automatically renew each year with an increase unless terminated in writing. **The Tenant is required to give the Landlord in writing a notice 1 month (30 days) in advance of his/her moving. Notice must be given on the first day of a month. If notice is given after the first day of the month, the 1-month (30 days) notice will not start until the following month. Rent may be increased at any time after first year and the security deposit cannot be used for rent. If security is used for rent due to a default by tenant there will be a \$250.00 penalty. Tenant will make apartment "show ready" so that unit can be shown to perspective tenants for rent immediately following the termination of this lease. If unit is not show ready and kept clean tenant will be responsible for any loss of rent following the termination of this lease.** Tenant shall pay the rent in full on or before the 1st day of each month. Tenant further agrees to pay a late charge of \$50.00 when rent is not received after the seventh of the month to the Landlord regardless of the cause, including dishonored checks, time being of the essence. An additional Service Charge of \$50.00 will be paid to Landlord for all dishonored checks. If rent is not paid within 72 hrs of due date, this constitutes the right to file for eviction.

1. Tenant agrees to use said dwelling as living quarters only for () adult and () minors, namely:
Names:
2. Tenant hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or better, or pay a minimum of \$200 cleaning fee to cover Landlord costs for having the property professionally cleaned. If the Landlord notifies Tenant to clean up the property at any time, and the Tenant neglects to do so, the Landlord will charge the Tenant a minimum of \$200 for cleaning.
3. PETS ARE ALLOWED as authorized by landlord. All pets on the property not registered under this Lease shall be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law. A Pet Agreement, if applicable, is attached hereto as Exhibit "B", and incorporated herein by reference
4. Tenant agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any other person to live therein other than as named in paragraph 3 above for the full term of the lease without first obtaining written permission from Landlord and paying the appropriate surcharge. Further, it is agreed that covenants contained in this Lease, once breached, cannot afterward be performed, and that unlawful detained proceedings may be commenced at once, without notice to Tenant.
5. Should any provision of this Lease be found to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.

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6. All rights given to Landlord by this Lease shall be cumulative to any other laws, which might exist or come into being. Any exercise or failure to exercise by Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Landlord.
7. Tenant will be responsible for payment of all utilities, electric, heat, telephone, association fees or other bills incurred during the term of this Lease. Tenant specifically authorizes Landlord to deduct amounts of any unpaid bills from the Security deposit upon termination of this Agreement.
8. No rights of storage are given by this Agreement. Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections, whether caused by the negligence of Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord. If Tenant purchases renter's insurance, 600-638 SALEM PARK ASSOCIATES, LLC, is to be named as additional Insured and signed *Hold Harmless Clause* which will be provided to you. **IMPROVEMENTS TO PROPERTY** - Any improvements to the property made by tenant inside or outside must not be removed without written permission from the property manager. This includes landscaping, scrubs, flowers, walkways, out buildings such as storage sheds and play-houses, etc. Any interior improvements the tenant may have made to the property must also remain. Improvements such as but not limited to the following are installation of ceiling fans, book shelves, shelving, light fixtures, etc.
9. Any removal of Landlord's property without express written permission from the Landlord shall constitute abandonment and surrender of the premises and termination by the resident of this Agreement. Landlord may take immediate possession, exclude Tenant from property and store all Tenants' possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.
10. Landlord has the right of emergency access to the leased premises at any time and access during reasonable hours to inspect the property or to show property to a prospective tenant or buyer. In the event that the property is sold, the lease/rental agreement between Landlord and Tenant is canceled on the date the new owner takes possession of property. Tenant has thirty days to vacate the property or sign new lease with new owner at new owner's option.
11. Tenant agrees to pay a Security Deposit of \$ _____ to bind Tenant's pledge of full compliance with the terms of this agreement. NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT! Any damages not previously reported as required in paragraph 25, will be repaired at Tenant's expense.
12. Release of the SECURITY DEPOSIT, at the Option of the Landlord is subject to the provisions below.
 - A. The full term of the Agreement has been completed.
 - B. No damage to the premises, buildings, and grounds is evident.
 - C. The entire dwelling, appliances, closets, and cupboards are clean and free from insects, the refrigerator is defrosted and clean, the range is to be clean including the racks and broiler pan, all windows are to be clean inside and outside, all debris and rubbish have been removed from the property, carpets have been cleaned and left clean and odorless.
 - D. All unpaid charges have been paid including late charges, delinquent rents, etc. WATER BILL MUST BE PAID IN FULL AND COPY OF PAID FINAL BILL SENT TO LANDLORD. (IF APPLICABLE).
 - E. All keys have been returned.
 - F. A forwarding address for Tenant has been left with the Landlord. Within thirty (30) days after termination of the occupancy, or 30 days from the receipt of tenants new address the Landlord will mail the balance of the deposit to the address provided by Tenant in the names of all signatories hereto; or at the Option of the Landlord will impose a claim on the deposit and so notify the Tenant.

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G. It is the tenant's responsibility to call, make arrangements, and is at residence to let meter readers in for final reading on gas, electric, and water. If Landlord has to do this, there is a \$50 charge for each utility.

13. The acceptance by Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver of Landlord, nor affect any notice or legal proceeding in unlawful detainer theretofore given or commenced under state law. Acceptance of partial rent due or late payments does not create a custom nor constitute a continuing waiver of the obligation to pay on time. No payment by the tenant or receipt by the landlord of any amount of the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check or any letter accompanying such payment of rent be deemed an accord and satisfaction, but the landlord may accept such a partial payment without prejudice to his rights to collect the balance of such rent.
14. If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant there from; removing all Tenant's property contained therein and placing it into storage at Tenant's expense.
15. Payment of rent may be made by check until the first check is returned unpaid. Regardless of cause, no additional payments may afterwards be made by check. Rent must then be made by cashier's check, money order or certified check. *We do not except cash!!!
16. Rent may be mailed through the United States Postal Service at Tenant's risk. Any rents lost in the mail will be treated as if unpaid until received by Landlord. Landlords mailing address is: **P.O. Box 216, Kenilworth NJ 07033.**
17. Tenant agrees, without protest, to reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or provision of this lease, including, but not limited to \$10.00 for each Notice to Pay, Notice to Quit or other notice mailed or delivered by Landlord or Agent of Landlord to Tenant due to Tenant's non-payment of rent, or \$15.00 for any Certified Notice. All court costs and attorney's fees shall be added in "AS ADDED RENT" and all costs of collection. Both Landlord and Tenant waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in **Dunmore, State of Pennsylvania**. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action occurred.
18. Tenant agrees to accept said dwelling and all of the furnishings and appliances therein as being in good and satisfactory condition as per pre "Occupancy Report" unless a written statement of any objections is delivered to Landlord within three (3) days after resident takes possession. Tenant agrees that failure to file such statement shall be conclusive proof that there were no defects in the property. Tenant agrees not to permit any damage to the premises during the period of this agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Tenant specifically agrees that he will be responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse or neglect.
19. Tenant agrees not to park or store a motor home, recreational vehicle, boat, camper or trailer of any type, on the premises. Junk cars, cars on blocks, non-functional vehicles or unlicensed automobiles are not permitted on property. Removal will be at the expense of the tenant. Tenant agrees that any vehicle parked on unpaved areas may be towed and stored at Tenants expense. Tenant agrees to pay for any fines resulting from a summons issued to Landlord resulting from improper parking. Tenant will be charged a three hundred, fifty-dollar (\$350) court charge along with the cost of all other fines, if the Landlord is required to go to court. The Tenant must follow

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rules and laws of the city Parking Department concerning parking. Landlord is not responsible for Tenants parking needs. Off street parking is not provided by Landlord.

20. Tenant agrees to the condition that he is responsible for all lighting fixtures, cabinets and any other permanent structures in apartment. Tenant agrees that he is responsible for all routine maintenance on these structures such as, but not limited to, replacing light bulbs, cleaning, filters, drains, etc.

Tenant's obligations are as follows:

- A.** Take affirmative action to insure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.
- B.** Keep the dwelling clean and in sanitary condition, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc. Tenant agrees not to permit any deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, woodwork, floors, furnishings, fixtures and appliances, windows, screens, doors, fences, plumbing, heating, electrical and mechanical systems as well as the general structure and appearance of the property. Tenant agrees to follow all Landlord instructions, especially where posted.
- C.** Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances in a reasonable, safe manner. Tenant must not overload electrical circuits. Only two electrical operated items may be plugged in any electrical receptacle.
- D.** Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
- E.** Conduct himself, his family, friends, guests, and visitors in a manner, which will not disturb others.
- F.** Allow the Landlord or his agent access to the premises for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours, and to specifically authorize unannounced access anytime rent is late, or this Agreement is terminated or for pest control, maintenance estimates, serving legal notices, or emergencies.
- G.** Comply with all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this Agreement and loss of all deposits.
- H.** Tenant is responsible for paying all violation fees, caused by Tenants willful neglect, issued against the house by the city, county or state for non-compliance to city, county or state laws. If the Landlord is required to appear in court, tenant shall pay an additional three hundred, fifty-dollar (\$350) fee to compensate landlord for his time
- I.** Tenant will be responsible for their own snow removal near or around entrance ways.
- J.** Security Increase: If at any time and based upon inspections of leased apartment, Landlord will have the right to demand added security. This demand will be based on any risk of increased property damage due to tenants neglect or uncleanliness. The added security will become due immediately upon written notice sent to tenant. Non payment of added security will be immediate grounds for eviction.
- K.** Tenant will schedule a "Pre Inspection" of the unit no later than 20 days prior to termination of this lease so that Management can instruct tenant of their obligations to make apartment "Show Ready" for perspective tenants.
21. No additional locks will be installed on any door without written permission from the Landlord. Landlord is to be provided duplicate keys for all locks so installed at Tenant's expense within 24 hours of installation of said locks.
22. Tenant agrees to install and maintain a telephone, and to furnish the Landlord the telephone number and/or any changes thereof within three (3) days of its installation.
23. In the event repairs are needed, Tenant is to contact the Landlord.

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24. Tenant is responsible for all plumbing repairs including faucets, leaks, stopped up pipes, frozen pipes, water damage, and bathroom caulking, due to negligence on his/her part.
25. Appliances or furniture in the unit at date of lease per the attached Exhibit "A", are loaned, and not leased to Tenant. Maintenance of appliances or furniture is the responsibility of Tenant who will keep them in good repair. Tenant will familiarize himself with the operating instructions for all appliances in apartment and use according to Manufacturers direction.
26. Tenant is responsible for all glass, screen, and storm door repairs.
27. No money is to be deducted by Tenant from rent payment for any reason without express written permission of Landlord.
28. Smoke Detectors have been installed and are in operable condition in the following places. **Kitchen & Bedrooms, Tenant initials** _____. From this time on you will be required to maintain the smoke detectors. All smoke detectors are hard wired to the apartment's electrical system. If you have any questions about the smoke detectors, you should call us promptly.
I/We, the undersigned, have personally checked the smoke alarms in the unit which is provided and find it/them to be in working order. I/We understand that the law requires me/us to maintain the alarms. Tenants' failure to do so absolves the Landlord, or agent from any responsibility for losses due to my/our non-compliance with the law or malfunction of the alarm. **Tenant signature** _____ **Date** _____
29. NO WATER BEDS PERMITTED.
30. All parties agree that termination of this Agreement prior to termination date will constitute breach of the tenancy and all Security Deposits and one full month's rent shall be forfeited in favor of Landlord as liquidated damages regardless of occupancy by a new tenant, plus you will be charged the cost of restoring the property to rental condition plus advertising. If in the event that a breach of tenancy / lease occurs, tenant is responsible for all monies due for the full term of this lease. Or until the leased unit is rented to another tenant.
31. Properties built before and during the late sixties and early seventies may have had lead based products and asbestos products used in them. These products were considered to be safe at the time they were used, just as the building products used today are considered safe for home construction. Only the test of time will show which products are or are not safe to use. Having read the above, the tenant signs the lease below with the full understanding that these conditions may be present in this property. The tenant and all parties associated with this property relieve the owner, property manager, and any of his agents from any responsibilities for these conditions regardless of when or how these conditions were caused.
Tenant signature _____ **Date** _____
32. From time to time, an agent who will carry identification may represent owner.
33. Tenant acknowledges receipt of the following which shall be deemed part of this Agreement: **One Key which accesses all exterior doors of apartment.**
34. In this Agreement the singular number where used will also include the plural, the masculine gender will also include the feminine, the term Landlord will include, Owner or Lesser; and the term Tenant(s) will include Resident, Lessee or Renter.
35. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.
36. TENANT agrees to send all notices to Landlord or Property Manager in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.
37. The Tenant was asked if he/she could speak, read and understand English. He/she was told that signing below would indicate that they understood what they were signing and that he/she did speak and read English.

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YOU SHOULD READ AND UNDERSTAND THIS LEASE ALONG WITH THE RESIDENTS HAND BOOK, THEY ARE LEGAL AND BINDING CONTRACTS.

Signing below means you have read the Lease, Rider and Handbook and are in full agreement with it and have received a copy of the contracts.

ACCEPTED THIS ____ Day of _____, _____ At _____

Tenant:

Landlord: 600-638 Salem Park Associates, LLC

Tenant:

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EXHIBIT "A"

The following appliances and/or furniture are on loan to Tenant for the period of Tenant's rental agreement or lease on the following basis: Tenant agrees, by the signing of this agreement, that all appliances and/or furniture herein listed are accepted by Tenant, individually, as being in good working order or condition. Tenant agrees to maintain said appliances and/or furniture in good working order at his expense. If tenant fails to pay rent by the fifth day of the month, the landlord/manager or his representative may enter building and remove appliances or furniture belonging to Landlord without giving tenant advance notice.

APPLIANCES AND/OR FURNITURE

	Furniture Description	Appliance Number or Item	Condition	Location
1	Refrigerator		Excellent	Kitchen
2	Stove		Excellent	Kitchen
3	Dryer		Excellent	Kitchen or ½ Bath
4	Washer		Excellent	Kitchen or ½ Bath
5	Dishwasher		Excellent	Kitchen
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

Tenant: _____

Tenant: _____

INT: _____

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EXHIBIT "B" **ANIMAL CLAUSE & AGREEMENT**

Tenant(s): _____

Location: _____

Date: _____

It is hereby agreed upon by the tenant and landlord that the animal or animals listed below have been allowed to reside in the above referenced property and that tenant agrees to assume any and all responsibility for the animal or animals.

Tenant will hold harmless 600-638 Salem Park Associates, LLC and/or Bar Management LLC, from any and all claims that may arise from anyone injured, mauled, or sickened in any way from said animal or animals. In addition tenant agrees to keep property free and clear of all animal fesses and not allow said animal to damage any portion of property or shrubs, tenant will also make sure that interior of property is kept clean and as odor free as possible as to not offend any other tenants or create a cleaning issue upon vacating premises.

Tenant also confirms by signing this agreement that said animal or animals are free of any diseases and have had and will continue to have any shots required. The following animal or animals are registered with the landlord's office and should be the only animal or animals on said premises owned. Any other animals that may be in the care of the Tenant must be approved by the landlord if not on this list.

Pet Name	Type	Weight
Breed	Age	Illness

Tenant:

600-638 Salem Park Associates, LLC

****** IF YOU DON'T HAVE AN ANIMAL PLEASE
WRITE N/A ACROSS SHEET SIGN, INITIAL AND
RETURN WITH LEASE ******

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RIDER TO LEASE AGREEMENT

BETWEEN

600-638 Salem Park Associates, LLC (LANDLORD)
and

(TENANTS)

- 1) **ANIMALS:** NO ANIMALS ARE PERMITTED WITH THE LEASE, ANIMALS MUST BE APPROVED BY LANDLORD AND ARE AN ADDITIONAL SECURITY FEE AND ADDED RENT AS LISTED BELOW;
 - 1) **DOGS:** \$250.00-\$500.00 SECURITY \$10.00 PER MONTH (Depending on weight of dog)
 - 2) **CATS:** \$250.00 SECURITY \$10.00 PER MONTH**OTHER**
- 2) TENANT MUST PAY ALL UTILITIES USED AS OUTLINED BELOW;
ELECTRIC: TENANT **CABLE:** TENANT **HEAT:** TENANT **PHONE:** TENANT
- 3) TENANT SHALL DO THEIR OWN DECORATING USING PASTEL COLOR PAINTS ONLY, TENANT MAY NOT USE ADHESIVE OR MASTICS FOR DECORATING, AND NO WALLPAPER IS PERMITTED. *IF NEED BE TENANT MUST OBTAIN AUTHORIZATION FROM MANAGEMENT.
- 4) TENANT MAY ONLY HAVE PENNSYLVANIA REGISTERED VEHICLES IN DRIVEWAY AND ROAD IN FRONT OF PREMISES, LICENCE PLATE NUMBERS, VEHICLE MAKE, MODEL, AND COLOR MUST BE PROVIDED TO LANDLORD.
- 5) TENANT SHALL UPON VACATING PREMISES REPAIR ALL HOLES IN WALLS, NAIL HOLES OR OTHER. ALSO RUG, FLOORS, APPLIANCES, BATHROOM AREAS, AND OUTSIDE PREMISES MUST BE LEFT CLEAN AND FREE FROM DEBRIS. HOLE REPAIRS WILL BE AN ADDED RENT OF \$75.00 PER HOLE, RUG CLEANING IS \$50.00 PER ROOM, AND GENERAL CLEANING OF PREMISES IS \$250.00 FOR INTERIOR, AND \$200.00 FOR EXTERIOR. APPLIANCE CLEANING IS \$50.00 PER APPLIANCE. IF PAINTING IS REQUIRED THEN A CHARGE OF \$200.00 PER ROOM WILL BE ADDED.
- 6) **PET SECURITY WILL BE USED FOR MANDATORY CARPET CLEANING TO BE DONE BY COUNTRY VIEW MANORS ONLY.**
- 7) LANDLORD MAY SHOW PREMISES FOR RENT OR SALE WITHIN 60 DAYS FROM END OF TERM TO PROSPECTIVE BUYERS OR TENANTS.
- 8) TENANT MUST NOTIFY **LANDLORD IN WRITING ONLY** OF INTENT TO LEAVE NO LESS THAN 30 DAYS PRIOR TO END OF TERM OF LEASE.
- 9) TENANT SHALL PAY THE RENT IN FULL ON OR BEFORE THE 7TH DAY OF EACH MONTH. TENANT FURTHER AGREES TO PAY A LATE CHARGE OF \$50.00 WHEN RENT IS NOT RECEIVED AFTER THE SEVENTH OF THE MONTH TO THE LANDLORD REGARDLESS OF THE CAUSE, INCLUDING DISHONORED CHECKS, TIME BEING OF THE ESSENCE. AN ADDITIONAL SERVICE CHARGE OF \$50.00 WILL BE PAID TO LANDLORD FOR ALL DISHONORED CHECKS. IN THE EVENT THAT EVICTION PROCEEDINGS ARE STARTED, AND JUDGE GRANTS EVICTION. TENANT WILL PAY 50% INCREASE IN RENT OVER AND ABOVE NORMAL RENT FOR THE AMOUNT OF TIME IT TAKES FOR TENANT TO VACATE PREMISES, THIS AMOUNT WILL BE ADDED TO ANY AMOUNT OWED. EVICTION PROCEEDINGS WILL COMMENCE ONCE TENANT BECOMES 7 DAYS PAST DUE.
- 10) IN THE EVENT OF SAID LEASE BEING BROKEN BY TENANT FOR ANY REASON TENANT IS RESPONSIBLE FOR ALL ADVERTISING EXPENSES UNTIL SAID APARTMENT IS RENTED.

TENANT:

600-638 Salem Park Associates, LLC

TENANT:

9

INT: _____

600-638 Salem Park Associates, LLC

P.O. Box 216, Kenilworth, NJ, 07033 – O: 908-272-0511 F: 908-272-7115 E-MAIL: o.alexander@comcast.net