**Burleigh Properties 96 Dorchester Way**

**Phoenixville, PA 19460**

**APARTMENT LEASE**

THIS LEASE AGREEMENT made this \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 2020 by Burleigh Properties, LLC- 96 Dorchester Way, Phoenixville, Pa 19460, -hereinafter called "LESSOR"

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called **LESSEE** or **TENANT** (all words

herein referring to the LESSOR or to TENANT shall be taken to be off such gender and number as

the circumstances may require, and if the **TENANT** be more than one (1) person, the provisions hereof shall be taken to bind and apply to them jointly and severally.)

**WITNESS THAT** the parties hereto, intending to be legally bound, hereby covenant and

agree that **lessor** leases and let to the **TENANT** the premises known as 119 Weiss Aly, Apartment E,

located in the Borough of Punxsutawney, Jefferson County, Pennsylvania (hereinafter referred to as the **PREMISES**, and if for some reason this specific apartment is not available, Landlord reserves the right to substitute an apartment of comparable quality) on the following terms and conditions:

1. **TERM**: The term of this LEASE shall commence on the 15th of August,2020 and shall end on the 12th of August 2021 unless sooner terminated under the provisions hereof or renewed or extended as hereinafter provided. Rent payment is due before students move in.

2. **RENT:** TENANT shall pay to LESSOR as rent for the leased PREMISES for the primary term hereof, the total sum of $5,400 either paying $1,800 3 (three) times a year (or) 1 (One) lump sum Of $5,400, (or) monthly at $450. Options and conditions are on (page 5). Payment (security deposit) is due from each student upon the signing of the LEASE . Any student leaving the area before the end of the semester or terms of the lease will not receive a refund of the unused portion of the rent. Lease is in effect until the end of the leased term as stated. All rent payable hereunder shall be made payable to Burleigh Properties, LLC, 96 Dorchester Way, Phoenixville, PA 19460.

TENANT SHALL PAY FIFTY ($50.00) DOLLARS SERVICE CHARGE FOR ALL NON-SUFFICIENT FUNDS AND STOPPED PAYMENT CHECKS.

3. **SECURITY DEPOSIT:** TENANT shall, upon execution of this LEASE AGREEMENT, pay to the LESSOR or his agent and shall keep on deposit with LESSOR or his agent the sum of $450.00 as Security Deposit for the payment of damages to the leased PREMISES or default in rent. If there are damages to the leased PREMISES for which the TENANT is responsible or if the TENANT is in default in rent, LESSOR may apply or retain the whole or any part of the Security Deposit to the extent required also for any default in rental payments. However, this does not ·limit the TENANT'S liability to reimburse the LESSOR for damages or for default in rental payments. If during the term of this lease, all or any part of the Security Deposit is applied to LESSOR for the purposes set forth herein, TENANT shall upon demand immediately deposit with LESSOR and additional amount equal to the sums applied or retained by LESSOR, so that TENANT shall at all times have on deposit with LESSOR the full amount of the aforesaid Security Deposit.

**SECURITY DEPOSIT RELEASE PREREQUISITES:**

a. The full term of **LEASE** has expired.

b. There are no unpaid charges.

c. All keys have been returned and light bulbs are in all fixtures.

d. There is no damage to property (other than indicated on move-in property inspection report) beyond normal wear and tear (dirt is not wear and tear)

e. All appliances left for tenant's convenience must be cleaned, inside and out

(refrigerator to be defrosted if not no-frost) and in working order).

f. The entire unit, including bathrooms, closets, cupboards, shelves, baseboards and windows must be cleaned.

g. Wall to wall carpeting must be cleaned in a professional manner, restoring it to

original condition and approved by Agent.

h. All debris, rubbish and discards removed from the premises.

i. No stickers on wall or doors. Nails in walls, holes and scratches filled and touched up.

j. No scratches in wood or resilient floor caused by furniture or other means.

k. Property passes a walk-thru inspection by **LESSOR** or **Agent**.

I. Forwarding address **MUST** be delivered in WRITING to LESSOR or Agent.

4. UTILITIES AND FEES: **LANDLORD** shall be responsible for paying for all utilities, sanitation and recycling services. **TENANT** will be responsible for telephone and cable charges if desired. If landlord is in building for whatever reason and finds heat on and windows and doors open, TENANT will be assessed a charge of Fifty ($50.00) Dollars per month for utility usage above and beyond the normal charge. If TENANT wants the use of an air conditioner the landlord will provide it for a charge of One Hundred ($150.00) Dollars from May until August. No personal air conditioners will be permitted.

5. APPLICANCES: TENANT agrees to maintain all appliances in a clean, efficient manner at all times. Notes below are the appliances included with the unit.

\_\_X\_\_\_\_\_Range \_\_X\_\_\_\_ Refrigerator \_\_X\_\_\_ Dishwasher

Also included are 2 bar stools, couch and chair, bedroom furniture in each bedroom. **IF** mattress has a mattress cover on it, then the cover is to remain on the mattress at all times. If the mattress cover is removed, the TENANT will be responsible for replacing the mattress.

6.  **PETS**: PETS SHALL NOT BE PERMITTED ON THE LEASED PREMISES. If a pet is found in the apartment, **without permission,** the TENANT will be charged a Five Hundred ($500.00) Dollar surcharge, the pet will be removed immediately, and the apartment will be **professionally** cleaned at the TENANT'S expense. \* a Non-refundable $250 deposit is due if Landlord agrees to a pet.

7. **TENANT’S INSURANCE OR LOSS:** TENANT shall be responsible to provide insurance coverage on TENANT'S contents and personal property in and about the leased PREMISES as well as for Comprehensive Liability Insurance to protect TENANT, the Owner, Agent and their assigns against claims of TENANT, his guests and invitees in and about the leased PREMISES. TENANT agrees to waive and make no claim against the LESSOR, his Agent or assigns for or on account of any personal liability sustained or loss or damage to any property caused for whatever reason. TENANT agrees to be SOLELY responsible for the safety, security, and personal liability of TENANT'S person, possessions, his/her guests and invitees. The Policy will also provide Insurance Coverage for Owner's real and personal property damaged by TENANT, his guest or invitees. Please provide a copy of renters insurance policy before move in.

TENANT'S INITIALS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. **LOCKOUTS:** There will be a Twenty- Five ($25.00) Dollar per occurrence charge to the TENANT to service lockouts or loss of keys payable to Burleigh Properties, LLC.

9. **ADDITIONAL PROVISIONS:**

a. No pets.

b. No loud music/parties

c. No kegs of beer or drugs. If drugs are found in the apartment, or an apartment is found with a keg, TENANT will be responsible for the party and any damages that take place to cover the cost for the manager to come to the building because of a request from the local police or fire department that occurs. Also, the apartment with the keg, or drugs will be responsible for cleanup of the room before noon of the following day. Violating this policy could be grounds for eviction.

d. No smoking in the Unit. If this occurs, automatic loss of security deposit.

e. Landlord reserves the right to make inspections every four {4) to six {6) weeks for damages. 24 -hour notice will be given if not an emergency. If an emergency, Landlord or his agent reserves the right to enter the premises without notice. In this case, a reason for entry will be provided within 24 hours.

f. No loitering on the PREMISES.

g. Co-signer for LEASE shall also be responsible for damages and rent due.

h. TENANT shall be responsible for any legal fees and costs involved in enforcing this Agreement, including any correspondence, legal action or appearance required by Landlord and/or his attorney.

i. Time is of the essence in the payment of rent on the due date as set forth herein.

j. TENANTS living with a roommate not included in the LEASE will be asked to leave, still binding them to their LEASE responsibilities.

k. Mattresses must have covers on them at all times (if originally with cover) or TENANT will be surcharged Two Hundred ($200.00) Dollars as replacement cost.

I. No candles or open flames they are fire hazards.

m. Only TENANT listed on the lease can occupy the unit. If it is found that TENANT has allowed another person to live full time in the unit, TENANT will be responsible for the rent of others occupying the unit.

n. 2 parking spaces per student provided.

o. No sub-letting without authorization by the Landlord.

IN WITNESS WHEREOF, the parties hereto agree to be legally bound hereby.

**Student**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARENT/GUARDIAN**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Burleigh Properties, LLC**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**General Information**

Let me say thank you for having an interest in my student rentals here in Punxsutawney, Pa. My wife and I take a lot of pride in our apartments and love renting to the serious culinary student. Our lease is designed to protect our investment and give the student a safe clean environment in which to live.

Each tenant is to act as responsible adults and be considerate of others and their belongings. General rules which will be reflected in each lease are as followed but not limited to.

o No pets

o No drugs

o No smoking inside apartments anywhere (outside only)

o No drinking or storing of alcohol unless legally allowed

o No partying

o No loud music or TV

o No cohabiting (family Okay)

o No inappropriate behavior

1. One Bedroom per person, one bed, dresser and the mattress is to have a cover on it at all times or you purchase it at the end of the year.

2. Living room is a common area which has a couch and love set

3. Kitchen has self-cleaning stove, dishwasher, refrigerator, 2- Stools

4. Apt's have1 bathroom with tub/shower combination

5. Smoke detectors are wired not battery

6. Fire extinguisher in each apt

7. Parking available.

8. Video surveillance on both buildings/ parking lots

9. Outside lighting from dusk till dawn.

10. Gas, electric, water/sewer, trash included in the rent (no phone or cable)

11. $450 deposit held for security

12. There is a one-year lease to sign Aug-Aug Rent is $5,400 for the year.

13. Second year baking students need to sign a lease for the second year to stay or the room can be rented to a new student.

If you are going to be staying with us it's a first come, first serve basis. Only those that turn in their deposit money and sign their lease are assured a room. Rents is paid one of three ways, by the semester, all at once at the beginning of the year, or monthly. Please make arrangements to have rent paid before signing. Thank You! -Burleigh Properties, LLC

**TENANT INFORMATION RENTAL APPLICATION**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Culinary student \_\_\_\_\_\_\_\_ (or) IUP Academic student\_\_\_\_\_\_\_\_

Gender: Male\_\_\_\_\_\_\_ (or) Female \_\_\_\_\_\_\_

Drivers License #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Drivers License #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please provide a copy of both tenant & co-signer

E-Mail Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Car Make/Model\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ License Plate# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**In Case of Emergency**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Initials\_\_\_\_\_\_\_\_\_\_\_\_\_

The deposit of $450 dollars and the signing of the lease is required to confirm your room in an apartment on Weiss Alley. Rent is $5,400 for the year, $1,800/per semester, or $450/month. The apartment is to be assigned at the signing of the lease. Deposit is also held for possible damage left behind and is not to be used for any part of the rent. If no roommate is requested, one will be provided

MAIL BACK with deposit TO:

Burleigh Properties

96 Dorchester Way

Phoenixville, PA 19460

**PARENT/GUARDIAN ADDENDUM**

I/We the undersigned, being the parent/guardian of the **TENANT** described in the attached Lease/ do hereby agree to guarantee and be fully liable for the payment of the amounts due in this Lease/ and for all its terms and conditions, this being in consideration of the **LESSOR** leasing to my said child.

**PARENT/GUARDIAN**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARENT/GUARDIAN**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Student**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Burleigh Properties, LLC**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_96 Dorchester Way, Phoenixville, PA 19460\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_