

Donald Williamson Apartments, LLC

LEASE AGREEMENT

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between  
Donald Williamson Apartments, LLC, the "Landlord",  
of apartment \_\_\_\_\_ on St. Mary's Street, Loretto, PA  
AND

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Hereinafter whether one or more, referred to as "Tenant", JOINTLY AND SEVERALLY LIABLE.

WITNESSETH, that Landlord hereby leases to Tenant and the latter lets from the former, the premises designated as apartment \_\_\_\_\_ on St. Mary's Street, Loretto, Pennsylvania, hereinafter called the "premises" for the term beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the rent of \_\_\_\_\_ (\$\_\_\_\_\_) per month, due and payable by the \_\_\_\_\_ day of each month.

This letting is upon the following conditions, covenants and agreements:

1. Tenant agrees to pay to Landlord the rent set forth above. Tenant further agrees to pay a late payment charge of Fifty Dollars (\$50) for each month rent is late, to be automatically deducted from security deposit. If rental is mailed, the postmark date will determine the date of payment. If any check for rent is returned to Landlord for insufficient funds or other reason, a late charge will be assessed for that month. LATE CHARGES WILL BE ENFORCED ABSOLUTELY.
2. Tenant agrees to pay \$\_\_\_\_\_ as a security deposit at the time of signing of this Lease. The security deposit shall be held by Landlord as security for the payment of all rent and other amounts due from Tenant to Landlord for the Tenant's performance of this Lease and against any damages caused to the premises or any other part of Landlord's property, by Tenant, his family or guests. The security deposit shall be held by Landlord as security for the performance of all the terms, covenants and conditions of this Lease, and including but not limited to the cost of any trash removal, rug cleaning, house cleaning and the costs of repairs and/or correction of damage. Tenant understands that s/he may not apply the security deposit as rent or against any other amount due from Tenant to landlord or any other expense incurred by Tenant during the term of the lease, without Landlord's written consent. If the Landlord determines that any loss damage or injury chargeable to the Tenant hereunder exceeds the security deposit, the landlord, at his option, may retain the said sum as liquidated damages or may apply the sum against any actual loss, damage or injury and the balance thereof will be the responsibility of the Tenant. It is further understood and agreed that the said security deposit is not to be considered

as the last payment under the Lease, Landlord shall return the security deposit, less any deductions from it on account of amounts owed by Tenant to Landlord, to the Tenant, by a check payable to Tenant's name as first written above, and mailed to that individual's forwarding address, which must be furnished by Tenant in writing. (See paragraphs 17 and 23) RESIDENT IS ADVISED TO BE AWARE OF HIS RIGHTS UNDER "THE LANDLORD AND TENANT ACT OF 1951, ACT OF APRIL 6, 1951, P.L. 69, AS AMENDED BY THE ACT OF DECEMBER 29, 1972, P.L. \_\_\_ NO. 363.

3. Tenant agrees to use the apartment only as the personal residence of Tenant and not to assign this Lease or sublet the apartment, without the written consent of Landlord. Tenant agrees not to alter or make additions to the apartment, its painting or its fixtures and appliances with Landlord's written consent. Tenant agrees not to do or permit any act or practice injurious to the building, which may be unreasonable, disturbing to other tenants, which may affect the insurance on the building, or which is contrary to any law. The Rules and Regulations on the attached Schedule "A" are incorporated herein.

4. Tenant understands that the equipment for utilities to serve the premises is installed therein and Tenant agrees that the cost of the utilities shall be paid as follows:

- |                              |                         |
|------------------------------|-------------------------|
| i. Electricity for premises* | to be paid by Landlord; |
| ii. Gas for premises         | to be paid by Landlord; |
| iii. Sewer charge            | to be paid by Landlord; |
| iv. Water consumption        | to be paid by Landlord; |
| v. Garbage                   | to be paid by Landlord; |

\*If **electric bill exceeds \$175.00 per month**, Tenant will be billed for the balance due; if water/sewage bill exceeds \$200.00 per month, Tenant will be billed for the balance due. **Initial here:** \_\_\_\_\_

Under no circumstances shall Tenant ever have heating or cooking devices that use anything other than electricity or natural gas piped into the building.

Tenant agrees that Landlord shall have the right temporarily to stop the service of electricity or water in the event of an accident affecting the same or to facilitate repairs or alterations made in the premises or elsewhere on Landlord's property. Landlord shall have no liability for failure to supply heat, hot water, air conditioning, or other services or utilities when such failure be beyond Landlord's control or to enable Landlord to service or repair installations, Landlord shall not be responsible for any related damages to Tenant's personal property.

5. Tenant agrees to use due care in the use of the apartment, the appliances therein, and all other parts of Landlord's property, to give notice to Landlord of the need for repair thereof, and to pay for all repairs to the apartment, its contents, and to all other parts of Landlord's property which are necessitated by any act of lack of care on the part of Tenant, members of Tenant's family, or his/her visitor's. Landlord will make necessary repairs to the apartment and the appliances therein within a reasonable time after Tenant notifies Landlord of the need for repairs. The cost of repairs shall mean the cost of materials plus installation. ANY REPAIRS DONE BY LANDLORD UNDER THE TERMS OF THIS

PARAGRAPH, SHALL BE PAID FOR BY TENANT WITHIN FIVE (5) DAYS AFTER LANDLORD PRESENTS BILL TO TENANT.

5A. TENANT HEREBY WAIVES THE USUAL NOTICE TO QUIT AND AGREES TO SURRENDER SAID PREMISES AT THE EXPIRATION OF SAID TERM, OR THE TERMINATION OF THIS LEASE WITHOUT ANY NOTICE WHATSOEVER.

6. Tenant agrees that Landlord shall not be liable for property damage or personal injury occurring in the apartment or elsewhere on Landlord's property unless the damage or injury results directly from Landlord's negligence.

7. If Tenant shall occupy the premises prior to the beginning of the term, such occupancy shall be subject to the terms of this Lease, and Tenant shall pay prior to occupying the premises rent for the same period from the date of such occupancy to the beginning of said term.

8. If the apartment is damaged by fire or other casualty, Landlord shall repair it within a reasonable time and rent shall continue unless the casualty renders the apartment uninhabitable, in which case this Lease shall terminate and Tenant, upon payment of all rent to the date the apartment is surrendered, shall not be liable for any further rent. If only a portion of the apartment is rendered uninhabitable, the Tenant may, with mutual agreement of Landlord, alternatively choose to continue in possession and shall thereupon be entitled to a pro-rate reduction in the amount of rent, provided that election to proceed under this alternative shall not be a waiver of the Tenant's right to terminate the Lease if repairs are not made within a reasonable time.

9. Landlord, or any person authorized by him, shall have the right to enter the apartment at reasonable times to inspect, make repairs, or alterations as needed, to enforce this Lease, and after notice of termination is given, to show the apartment to prospective residents, or in case of emergency.

10. This Lease confers no rights on Tenant to use for any purpose any of the property of Landlord other than the interior of the apartment hereby leased, except the walks and roadways giving access thereto and such other areas, if any as Landlord may from time to time designate for the use of Tenants. When the use by tenant of any other portion of Landlord's property is permitted, it shall be subject to the rules and regulations established by Landlord.

11. TENANT AGREES THAT S/HE WILL COMPLY AND PROCURE COMPLIANCE OF MEMBERS OF HIS/HER FAMILY AND HIS/HER GUESTS WITH THE OCCUPANCY REGULATIONS WHICH ARE PRINTED HEREON AND WHICH ARE ATTACHED IN SCHEDULE "A".

12. This lease is subject and subordinate to the lien of all mortgages now or at any time hereinafter placed upon any part of Landlord's property which includes the apartment, to extensions or renewals thereof, and to all advances now or hereafter made on the security thereof. Tenant agrees, upon

request, to execute such further instruments evidencing such subordination as Landlord may request, and if Tenant fails to do so, Landlord is empowered to do so in the name of Tenant.

13. If the rent and/or any charges hereby reserved as rent shall remain unpaid on any day when the same ought to be paid Tenant hereby empowers any Prothonotary, Clerk of Courts, or attorney of any court of record to appear for Tenant in any and all actions which may be brought for said arrears of rent or charges reserved as rent, and/or to sign for Tenant an agreement for entering in any competent Court an amicable action or actions for the recovery of such arrears of rent or other charges or expenses and in said suits or in said amicable action or actions to CONFESS JUDGEMENT against Tenant for all arrears or rent or other charges reserved as rent or expense as aforesaid, and for interest and costs together with an attorney's commission of fifteen percent (15%). Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any of said rent and/or other charges reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of this Lease.

14. When this Lease shall be determined by condition broken either during the original term of this Lease or any renewal or extension thereof, and also when and as soon as the term hereby created or any extension thereof, and also when and as soon as the term hereby created or any extension thereof shall have expired, Tenant hereby authorizes any attorney as attorney for Tenant to sign an agreement entering and to enter in any competent Court an amicable action and judgment in ejectment against Tenant and all persons claiming under Tenant for the recovery by Landlord of possession of the herein demised premises and for damages or the detention thereof (to be assessed on the basis of the rental of this Lease), for which this Lease shall be sufficient warranty, whereupon if Landlord so desires, a writ of possession may issue forthwith, without any prior writ or proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or to be restored to Tenant, Landlord shall have the right upon any subsequent default or defaults, or upon the termination of this Lease as hereinbefore set forth, to bring one or more amicable action or actions as hereinbefore set forth to recover possession of the said premises.

15. All of the remedies hereinbefore given to Landlord and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this Lease or the taking or recovering possession of the premises shall deprive Landlord of any of its remedies or actions against the Tenant for rent due at the time or which, under the terms hereof would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

16. In the event that the premises demised or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the

condemnor, and rent shall abate in proportion to the square feet leased space taken or condemned or shall cease if the entire premises to be so taken. In either event, the Tenant waives all claims against the Landlord by reason of the complete or partial taking of the demised premises, and it is agreed that the Tenant shall not be entitled to any notice whatsoever of the partial or complete termination of this Lease by reason of the aforesaid.

17. All notices required to be given by Landlord to Tenant shall be sufficiently given by leaving the same upon the demised premises, but notices given Tenant to Landlord must be given by Tenant shall be a Registered Mail Return Receipt by Landlord or his agent.

18. It is expressly understood and agreed by and between the parties hereto that this Lease and the riders attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings between Landlord or its agent and Tenant relative to the demised premises and that there are not promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is provided, no subsequent alteration, amendment, charge or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

19. THE TERM "TENANT" USED HERE IN SHALL REFER COLLECTIVELY TO ALL PERSONS NAMED ABOVE, AND SIGNING THIS LEASE AS TENANT, AND THE LIABILITY OF EACH SUCH PERSON SHALL BE JOINT AND SEVERAL. NOTICE GIVEN BY LANDLORD OF ANY PERSON NAMED AS TENANT OR BY ANY SUCH PERSON TO LANDLORD SHALL BIND ALL PERSONS SIGNING THIS LEASE AS TENANT.

20. Tenant covenants and agrees that s/he will, without demand, indemnify and save Landlord harmless from any and all loss occasioned by Tenant's breach of any of the covenants, terms, and conditions of this Lease, or caused by his/her family, guests, visitors, agents and employees.

21. Tenant covenants and agrees that s/he will, without demand, pay the rent and all other charges herein reserved as rent on the days and times and at the place and the same made payable without fail, and if Landlord shall at any time or times accept said rent or rent charges after the same shall have become due and payable, such acceptance shall not cause delay upon subsequent occasions or constitute or be construed as a waiver of any of the Landlord's rights. It is also hereby covenanted and agreed that any law, usage or custom to the contrary notwithstanding, that Landlord shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom to the contrary notwithstanding, that Landlord shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times; and further, the failure of Landlord at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Lease or as having in any way or manner modified the same.

22. If the Tenant:

- a. Does not pay in full when due any and all installments of rent and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by the Tenant; or
- b. Violates or fails to perform or otherwise breaks a covenant or agreement herein contained; or
- c. Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Landlord in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or
- d. Becomes embarrassed or insolvent or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filled by or against the Tenant or a bill in equity of other proceeding for the appointment of a receiver for the Tenant is filed, or if proceedings for reorganization or for composition with creditors under any state or Federal law be instituted by or against Tenant, or if the real or personal property of the Tenant shall be sold or levied upon by any Sheriff, Marshall or Constable. THEN, and in any or either of said events, there shall be deemed to be a breach of this Lease, and thereupon ipso facto and without entry of other action by Landlord:
  - i. The rent for the entire unexpired balance for the term of this Lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by the Tenant, or at the option of Landlord any part thereof, and also all costs and officer's commissions including watchmen's wages and further including the five percent (5%) chargeable by Act of Assembly to the Landlord, shall, in addition to any and all installments of rent already due and payable and in arrears, and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent, and/or any other charge, expense or cost herein agreed to be paid by the Tenant which may be due and payable and in arrears, be taken to be due and payable and in arrears as if by the terms and provisions of this lease, the whole balance of unpaid rent and other charges, payments, taxes, costs and expenses were on that date payable in advance; and if this "Lease or any part thereof is assigned, or if the premises or any part thereof is sublet, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent to collect the rents due by such assignee or sub-tenant and apply the same to the rent due hereunder without in any way affecting Tenant's obligation to pay any unpaid balance of rent due by such assignee sub-tenant and apply the same to the rent due hereunder without in any way affecting Tenant's obligation to pay any unpaid balance of rent due hereunder; or in the event of any of the foregoing at any time at the option of Landlord:
  - ii. This Lease and the term created shall determine and become absolutely void without any right on the of the Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken;

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whereupon Landlord shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this Lease, less the fair rental value of said demised premises, for the residue of said term.

23. IF PROCEEDINGS SHALL BE COMMENCED BY LANDLORD TO RECOVER POSSESSION UNDER THE ACTS OF ASSEMBLY, EITHER AT THE END OF THIS TERM OR SOONER TERMINATION OF THIS LEASE, OR OF NON-PAYMENT OF RENT OR ANY OTHER REASON, TENANT SPECIFICALLY WAIVES THE RIGHT TO THE THREE (3) MONTHS NOTICE AND TO THE FIFTEEN (15) OR THIRTY (30) DAYS NOTICE REQUIRED BY THE ACT OF ASSEMBLY OF APRIL 6, 1951, P.L. 69.

24. The address indicated below shall constitute the legal address of the Tenant, excepted during the time school is in session. Any change in the address will be in accordance with Paragraph 17.

LANDLORD: Donald Williamson/Devon Williamson/Danea Koss

TENANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TENANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TENANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SCHEDULE "A"

1. Pets: If pets are discovered living within rental unit, a Tenant shall forfeit their security deposit in total.
2. Tenant hereby authorizes Landlord to have the premises cleaned, carpet shampooed, refrigerator defrosted and stove cleaned at Tenant's expense at any time Tenant neglects to do so.
3. Tenant will mop up any spillage promptly and shall be responsible for any damage resulting therefrom, to the floor, the ceiling below, and all other property below.
4. Tenant will not use the roof for any purpose whatsoever.
5. Tenants will be jointly responsible for all public areas of the building. Tenants are responsible for cleaning grounds of all beer cans, cigarette butts, and other garbage.
6. Tenants may park their vehicles in lot behind 167 St. Mary's Street Residences and Townhouse Apartments. Each apartment unit will be issued a parking permit to be displayed in front windshield of tenant's car. If issued parking permit is not displayed, vehicle may be towed at owner's expense.
7. Tenant agrees to pay rent in full on or before due date and without notice. If rent is not paid in full by the due date, Lease may be terminated immediately and deposit forfeited, in TOTAL. This paragraph does not preclude Landlord from exercising any and all remedies available to Landlord.
8. Tenant shall vacate the premises by the expiration date of this Lease unless renewed or extended in writing. In the event that Tenant shall remain on the premises past the expiration date without prior written consent of the landlord, the Tenant agrees to pay Twenty-Five Dollars (\$25.00) per day for each day of occupancy past the expiration date.
9. Bicycles may be kept in closet areas, and in the garages of Townhouse apartments.
10. No "open house" parties will be held. Any parties in excess of four (4) persons per room shall be considered "Open House".
11. Telephones can be installed in previously established locations. No additional wiring shall be permitted.
12. Tenant agrees not to do any painting; tamper with wiring, water, or heating services; not to, in any way, deface walls, doors, etc. with nails, tacks, tape, etc. Any property damaged or altered shall be completely restored to original or better condition.
13. Waterbeds shall not be brought into the property.
14. Christmas decorations must be removed from residence PRIOR to leaving for Christmas vacation.
15. Air-conditioner units must be removed from windows PRIOR to October 1<sup>st</sup>. If they are not removed a maintenance technician will be sent out to remove them and the Tenant will be charged Twenty-Five Dollars (\$25) for a service call.
16. Incidental maintenance repairs/requests (changing light bulbs, etc.) are the responsibility of the Tenant.
17. Maintenance calls will be charged a Twenty-Five Dollar (\$25) fee.



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18. Tenants will keep fire escapes free of snow and ice.
19. The fire escape shall not be used for storing items nor for any purpose other than as a fire escape.
20. Landlord will pay for garbage removal. Tenant will see that it is collected. Tenant is responsible for cleaning up any garbage not taken by the garbage collector as a result of improper placement of garbage for collection.
21. Landlord is not responsible for loss of personal property by fire or theft.
22. No furniture or debris shall be left outdoors on porches, in parking areas or in yard.
23. Tenant shall keep noise to a minimum after 9 pm.
24. TENANT SHALL KEEP APARTMENT IN A CLEAN AND NEAT FASHION AT ALL TIMES.
25. No beer kegs shall be on the premises at any time.
26. Tenant shall not use any tape or adhesives on the carpeting.

PLEASE NOTE:

1. Lease, security deposit and monthly rent should be remitted to:  
Danea Koss  
532 The Lane  
Ebensburg, PA 15931  
[daneaw@hotmail.com](mailto:daneaw@hotmail.com)

**ALL PAYMENTS SHOULD BE PAID BY CHECK OR MONEY ORDER AND SHOULD BE MADE OUT TO:  
Donald Williamson Apartments.**

**CHECKS MUST INCLUDE TENANT'S NAME, AND MONTH PAYMENT IS FOR, IN THE MEMO FIELD.**

2. Maintenance repair requests should be directed to: (please see #'s 16/17 above)  
Devon Williamson  
814-609-6555

WE HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS LEASE:

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