

# Donald Williamson Apartments, LLC-II

## LEASE AGREEMENT

**I. THE PARTIES.** This Lease Agreement, made this \_\_\_\_\_, 20\_\_\_\_,  
is between:

**Landlord:** Donald Williamson Apartments, LLC-II, the “Landlord” of the property located at  
231 W. Sample Street, Ebensburg, PA 15931, AND

**Tenant(s):**

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

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

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

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

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements  
contained herein, the Tenant agrees to lease the Premises designated as:

**231 West Sample Street, APT. \_\_\_\_\_, Ebensburg, Pennsylvania,**

hereinafter called the “premises” from the Landlord under the following terms and  
conditions:

**II. LEASE TYPE.** This Agreement shall be considered a Fixed Lease.

The Tenant shall be allowed to occupy the Premises starting on:

\_\_\_\_\_, 20\_\_\_\_, and end on

\_\_\_\_\_, 20\_\_\_\_ (“Lease Term”).

At the end of the Lease Term and no renewal is made, the Tenant may continue to lease the  
premises under the same terms of this Agreement under a month-to-month arrangement.

**III. PAYMENT TERMS.** During the Lease Term, the Tenant shall be responsible for the following:

**Monthly Rent:** \$\_\_\_\_\_ due on the 1st of each month.

**Security Deposit:** \$\_\_\_\_\_ due at signing of this Agreement.

1. ALL PAYMENTS OR REQUEST FOR REPAIR SHOULD BE REMITTED TO:

Danea Koss  
532 The Lane  
Ebensburg, PA 15931  
814-619-6071  
[dwapartmentsinfo@gmail.com](mailto:dwapartmentsinfo@gmail.com)

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

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

**IV. UTILITIES.** Tenant agrees that the cost of the utilities shall be paid as follows:

**Electricity** for premises to be **paid by Tenant.**

Tenant agrees account will be transferred into Tenant's name; **Initial Here:** \_\_\_\_\_

- i. Gas for premises, sewer charge, water consumption, and garbage to be paid by Landlord;

**V. OTHER TERMS.**

1. Tenant 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.
2. 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, cleaning, and the costs of repairs. 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 balance thereof will be the responsibility of the Tenant. 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.
4. Tenant agrees not to alter or make additions to the apartment, its painting or its fixtures and appliances with Landlord's written consent.
5. 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.
6. 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.
7. 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.
8. 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.
9. If Tenant shall occupy the premises prior to the beginning of the term, such occupancy shall be subject to the terms of this Lease.
10. 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.
11. Landlord, or any person authorized by landlord, 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.

12. 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.
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 for interest and costs together with an attorney's commission of fifteen percent (15%).
14. When this Lease shall be determined by condition broken, 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 a writ of possession may issue forthwith, without any prior writ or proceedings whatsoever.
15. 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.
16. 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.
17. Tenant covenants and agrees that s/he will, without demand, indemnify and save Landlord harmless from 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.
18. 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.
19. If pets are discovered living within rental unit and the Landlord is unaware of the presence of a pet, a Tenant shall forfeit their security deposit in total.
20. Pet droppings MUST be picked up from grass or person(s) will be reported to Ebensburg Borough Police.
21. 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.

