

# BAUER PROPERTY MANAGEMENT

241 W. 8<sup>th</sup> St. Erie, PA 16501  
Phone: (814) 790-4964 / Fax: (814) 459-0995

## LEASE AGREEMENT

Tenant: _____	Present Address: _____
Parents: _____	Emergency Contact: _____
	Phone: _____
Parents Phone: _____	
Home Address: _____	Social Security Number: _____
_____	Employer's Name: _____
_____	Phone: _____
Father's Occupation: _____	
Mother's Occupation: _____	Date Of Birth: _____

The undersigned Tenant hereby enters into a lease agreement with JMT Properties (Landlord) for an occupancy lease of Apartment No. \_\_\_\_\_ located at \_\_\_\_\_, Erie, PA, 1650\_\_ for the period of ONE YEAR:

Semester 1 - Summer at \$ \_\_\_\_\_ Due by 04/04/08.  
Semester 2 - Fall at \$ \_\_\_\_\_ Due by 08/04/08.  
Semester 3 - Spring at \$ \_\_\_\_\_ Due by 12/04/08.

Thus, the term of this lease begins on \_\_\_\_\_ at noon and ends on \_\_\_\_\_ at noon.

The Tenant agrees to pay the above rent amounts by requested due date prior to each semester, as rent for the respective period, and tenders the sum of \$500.00 with this Lease to be applied as Security Deposit in accordance with the Letter Of Intent, which must be signed by Tenant prior to any occupancy. Tenant also agrees that in the event that Tenant does not move into the apartment or remain in the apartment for the full term of this Agreement, Landlord may hold said security deposit as a non-refundable room reservation fee.

If the tenant needs to file a 45-day extension, it must be requested using the Extension Form and accompanied by a fee of \$25, no later than the scheduled payment due date. If semester is not paid in full by the end of the extension, late charges as described in # 7 below will apply. The next semester due will follow the same conditions.

The Tenant further agrees to the following terms:

- 1. Number of Tenants:** The occupancy of the above apartment shall be in conjunction with \_\_\_\_\_ other students, as the Landlord may authorize. **If there is a decrease to the number of students living in the apartment after this Lease Agreement is signed, Tenant agrees to a corresponding increase in rent, as reflected on the rate schedule below.**
- 2. Termination from School:** If Tenant terminates his or her student relationship with the school (voluntarily or involuntarily) prior to the end of the term of this

Lease, Landlord has the right to immediately terminate, at its option, any further obligation by the Landlord to the Tenant.

3. **House Rules:** The Tenant acknowledges receipt of the “House Rules” and by signing the Lease agrees to abide by them at all times during Tenant’s occupancy. Violation of the House Rules may result in termination of this Lease and/or the assessment of damages according to the rate schedule located on the “House Rules”. Failure to exercise this right by Landlord shall not be deemed a waiver of said right by Landlord. (Tenant Initials:\_\_\_\_\_ ).
4. **Relocation:** Landlord reserves the right to relocate any Tenant to an apartment comparable to the original apartment in the event any situation arises in which the Tenants of one apartment, for whatever reason, are unable or unwilling to satisfactorily live with their co-Tenants or (b) the number of Tenants changes. The exercise of this right rests in the sole discretion of the Landlord.
5. **Right to Inspect/Make Repairs:** Tenant agrees that Landlord and people working for Landlord may go into the leased premises at reasonable times. Further, Landlord and people working for Landlord may inspect, make repairs, do maintenance, read water meters, and show the leased property to others.
6. **Insurance:** Landlord agrees to have insurance on the building where the leased property is located. Tenants’ own property is *not* insured by Landlord’s insurance. Tenant is responsible for Tenant’s own property that is located in the leased property. Tenant shall carry renters insurance on the property. Tenant shall be responsible for any deductible for Landlords insurance as a result of their negligence.
7. **Tenant Default:** *If Tenant is in default of any of the provisions of this Lease, the House Rules, or any other written policy of Landlord, Landlord reserves the right to terminate this Lease upon giving five days written notice to Tenant. Tenant agrees to vacate the premises 5 days after receipt of this written notice.*  
Further, the Landlord reserves the right to charge a \$25.00 late fee on any semester rental not paid by the stated due date and a \$5.00 per day additional charge on any semester rental delinquent past due date. Failure to exercise this right shall not be deemed a waiver of said right by Landlord.
8. **Attorneys Fees and Collection Remedies:** In the event that Landlord must take legal action to recover unpaid rents, late fees and/or damages to the apartment, Tenant agrees that Landlord may receive reasonable attorneys fees and court costs as part of a court ruling in favor of the Landlord.  
If Landlord wins a lawsuit against Tenant, Landlord can use the Court process to take Tenant’s personal goods, furniture, motor vehicles, money in banks and/or garnishment of Tenant’s wages, in order to satisfy any judgment received by Landlord.
9. **Utilities:** The Tenant is responsible to directly pay the following utilities: Gas ( ), Electric ( ), Water/Sewer ( ), Trash ( ) **NONE** ( ) As there are caps on all utilities paid by the landlord, the Tenant is responsible for their share of any overages. The Caps are as follows: **Gas \$ \_\_\_\_\_/month, Electric \$ \_\_\_\_\_/month, Water/Sewer \$100/Quarter.** Any overages will be split between units and billed back to tenants. If not paid by end of following month, the overage will be deducted from your Security Deposit, and you will be required to reimburse your Security Deposit before next semester payment due.

**BY SIGNING THIS LEASE AGREEMENT, TENANT AGREES THAT TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE, AND INTENDS TO BE LEGALLY BOUND BY THIS AGREEMENT.**

Date Signed by Landlord: \_\_\_\_\_

Landlord: \_\_\_\_\_

Date Signed by Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_

**Rate Schedule:**

1 Tenant	_____	MO	_____	SEM	_____
2 Tenants	_____	MO	_____	SEM	_____
3 Tenants	_____	MO	_____	SEM	<b>x</b>
4 Tenants	_____	MO	_____	SEM	_____
5 Tenants	_____	MO	_____	SEM	_____
6 Tenants	_____	MO	_____	SEM	_____

**\* See House Rules**