

L E A S E A G R E E M E N T
(for Shared Housing)

_____ [STREET ADDRESS, "Premises"]
JACOBUS, PA. 17407

THIS AGREEMENT, executed this ___TH day of _____ 20___, by & between **G T C PROPERTIES** (2215 Marlborough Drive, York, PA 17403), hereafter referred to as "**LANDLORD**"

AND

_____, hereafter referred to as "**Tenant**".

This lease is legally binding agreement between the Tenant and the Landlord and includes certain waivers of your rights as a Tenant. Make sure that you understand this Lease in its entirety before signing. If you have legal questions, you are advised to consult a lawyer before signing this lease.

W I T N E S S E T H:

ARTICLE 1: PREMISES

Landlord for and in consideration of the rents, covenants and agreements hereinafter more fully mentioned and reserved, does hereby Lease **A ROOM** in the Premises, hereafter referred to as Premises and let unto the said Tenant, all that certain part of real estate in Jacobus borough, York County, Pennsylvania, known as follows:

A ROOM and COMMON AREAS

COMMON AREAS ARE: Kitchen, Dining Room, Living Room, Bathrooms, Basement, Attic, Outside yard.

Tenant has inspected and accepts the interior and exterior of Property AS IS, AS VIEWED. Issues should be noted on Signature page of Agreement (last page).

ARTICLE 2: TERM OF LEASE

This Month to Month Lease shall commence on the ___ day of _____ 20___, and is expected to terminate on the ___ day of _____ 20___.

This Lease is a MONTH TO MONTH LEASE. Landlord will give Tenant fourteen (14) days notice of Landlord's intent not to renew the lease at the end of the current month. Upon termination or resignation from Aptagen, Tenant will have fourteen (14) days to vacate the premises.

ARTICLE 3: RENT, SECURITY DEPOSIT

(a) **"RENT"**

Tenant shall pay Landlord the sum of ONE DOLLAR (\$1.00) / ~~FOUR HUNDRED DOLLARS (\$400.00)~~ per month for rent. Rent is due on the first of each month.

Payment of rent is at the business address of the landlord (see Page 1). Advance payment of rent is allowed and always welcome. Payment is due without the landlord demanding the rent from the tenant. Prior to moving in, tenant agrees to pay landlord the first rent payment in advance. If Tenant pays with a credit or debit card, Tenant must add a "convenience fee" of \$10.00 per month. There is a \$40.00 fee for any returned checks.

(b) **"LATE PAYMENT CHARGES"**

If rent is received after the first day of any month when rent is due, then the tenant must pay a late fee of ten percent of the monthly rent. There is additional rent of \$5.00 per day for each day the rent is late after the second day of the month. The late payment charge is intended as liquidated damages for the late payment. Landlord will not "invoice" the Tenant for additional rent, or the late charges; they are due without landlord notification or demand. Landlord has the right to take late payment charges and additional rent from the security deposit. Delinquent accounts may, at Landlord's discretion, be turned over to a paid collection agency.

(c) **"SECURITY DEPOSIT"**

It is understood and agreed that the amount of \$ _____, in the form of a **check made payable to G T C PROPERTIES**, will constitute the Security Deposit within this Lease. Security deposit will be used for any damages. Security Deposit is not to be used for the last month's rent. No last month's rent has been collected.

Landlord will send a written account for the security deposit, along with a check for return of security deposit balance within 30 days after the tenant's lease has ended. Tenant understands and agrees that it is the tenant's responsibility to supply a forwarding address when leaving the premises at the end of the lease. Tenant agrees to notify the landlord, in writing, of tenant's new address.

Tenant agrees the landlord may make deductions from the security deposit for any of the following reasons:

- (1) unpaid or accelerated rent (if applicable),
- (2) late charges (if applicable),
- (3) cost of cleaning, deodorizing and repairing the property and its contents for which, tenant is

- responsible; this does not include normal wear and tear,
- (4) removal of trash and debris from premises at any time during the lease,
 - (5) attorney fees and court costs incurred in any proceeding against tenant,
 - (6) municipal fines or nuisance points assessed against the property as a result of the tenant's actions,
 - (7) costs of reletting if tenant is in default,
 - (8) the removal of unauthorized locks or fixtures installed by the tenant,
 - (9) replacement of unreturned keys, including rekeying locks,
 - (10) packing, removing, disposing and storing of abandoned property,
 - (11) removing abandoned or illegally parked vehicles,
 - (12) any other items tenant is responsible to pay under this lease agreement.

Tenant understands and agrees that if current security deposit deductions exceed 50% of the original security deposit at any time during this lease, the charges against the security deposit will be reimbursed to the landlord to restore the security deposit to the original amount.

Landlord may also recover for damages greater than the amount of the security deposit.

House/room keys will be issued once security deposit has been made.

ARTICLE 4: USE OF PREMISES

(a) It is contemplated that Tenant shall use the Premises for residence and for NO other purpose.

(b) Parking (street parking).

(c) Largest number of occupants under this Lease is 1.

ARTICLE 5: EXPENSES

- (a) Landlord in connection of the Premises shall pay all of the following utilities: gas, electricity, water, sewer & trash. If Landlord detects or suspects Tenant abuse of any utilities paid by Landlord, Two (2) warnings will be given, beyond which the Landlord reserves the right to charge a fine of **\$40** (deducted from Tenant Security Deposit) per notification.
- (b) Landlord in connection of the Premises shall pay internet/Wi-Fi.

- (c) Tenant in connection of the Premises shall pay all their prospective personal expense such as food, telephone and all the items that he or she may need.
- (d) Tenant shall be responsible for the cost of repairs in the case of Plumbing malfunction caused by Tenant.

ARTICLE 6: RULES AND REGULATIONS

- (a) Tenant promises and agrees to comply with governmental building and housing codes as they apply to Tenant. Tenant will pay any fines or other charges assessed against the tenant or landlord for violations by tenant of any law, or local ordinances.
- (b) Keep the leased Premises clean and safe. No Drugs.
- (c) Tenant is responsible for disposing all trash, garbage, and other waste from the Apartment for curbside pickup. Trash containers are provided.
- (d) Tenant is responsible for lawn care. Tools will be provided by Landlord.
- (e) Tenant is responsible for snow removal. Tools will be provided by Landlord.
- (f) Use in a reasonable manner all electrical, plumbing, sanitary, and other facilities and appliances.
- (g) Do not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or the property containing the Premises or knowingly permit his/her invitee's, licensees or agents to do so.
- (h) Promptly notify the Landlord of all necessary repairs.
- (i) Neither keeps nor stores hazardous or combustible materials on the Leased Premises.
- (j) KEROSENE HEATERS ARE NOT PERMITTED.
- (k) Space heaters (tip-over auto shut-off) are allowed ONLY WITH LANDLORD INSPECTION OF MAKE & MODEL.
- (l) Air condition units are only allowed in rooms, NOT IN COMMON AREAS.
- (m) Tenant shall not make or permit any disturbing noises to be made on the Premises by himself, members of his/her family, guest, his agents, servants or licensees; not do or permit anything to be done that will interfere with the rights, comfort or convenience of other tenants.
- (n) Tenant is not permitted to have Guest(s) that stay longer than four (4) days per month.
- (o) Tenant shall not throw or permit to be thrown anything out of the windows or doors.
- (p) Nothing shall be hung from the windows, or balconies.
- (q) Neither shall any tablecloth, clothing, rugs, newspaper or other articles be hung on any windows or doors.

- Proper curtains should be hung on the windows.
- (r) The water-closet and other water apparatus shall not be used for any other purpose other than that for which they were constructed, nor shall any sweeping, rubbish, rags, sanitary napkins, or any other improper articles be thrown into the same. Any damage resulting from misuse thereof shall be borne by Tenant.
 - (s) Tenant is required to check smoke alarms from time to time to determine proper functioning.
 - (t) The appliances provided for Tenant shall not be used for any other purposes other than that which they were constructed. Any damage resulting from misuse thereof shall be borne by the Tenant. APPLIANCES must be kept in a clean condition.
 - (u) Grills or other outdoor cooking equipment must be used at least 10 feet from any buildings or structures.
 - (v) SUB-LEASE is expressly prohibited without Landlord written consent or approval.
 - (w) SMOKING AND VAPING ARE NOT PERMITTED.
 - (x) EXCESSIVE CONSUMPTION OF ALCOHOL IS NOT PERMITTED.
 - (y) NO DRUGS.
 - (z) NO FIREARMS.
 - (aa) PETS ARE NOT PERMITTED.
 - (bb) WATER BEDS ARE NOT PERMITTED.
 - (cc) LANDLORD WASHER & DRYER ARE IN PREMISES.
 - (dd) SEWER SYSTEM IS ONLY FOR EXCREMENT & TOILET TISSUE. NO DENTAL FLOSS, NO GREASE, NO TAMPONS, NO HANDY WIPES, NOTHING EXCEPT EXCREMENT AND TOILET TISSUE. USE GARBAGE CAN FOR ANY FOREIGN MATER. TENANT WILL BE CHARGE PLUMBING COST IF SUCH ITEMS ARE DISCOVERED IN THE SYSTEM.
 - (ee) Landlord reserves the right to make unannounced visit inspections of the premises and only the common areas of the multi-unit house.**
 - (1) Landlord or anyone authorized by Landlord may enter the Property by reasonable means during reasonable hours to:
 - i. inspect the property for condition;
 - ii. make repairs;
 - iii. show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers or insurance agents.
 - (2) Landlord or authorized person will ring the doorbell, or knock on the door prior to entering.
 - (3) In the case of an emergency (including, but not limited to: fire, flooding, water leaks) Landlord or anyone authorized by Landlord, may enter the Property

by any means necessary, at any time, without prior notice to Tenant.

- (ff) Request permission from Landlord before making any changes to Common Areas such as furniture layout, etc.
- (gg) All improvements to the Premises are the property of the Landlord. Tenant will make no claim for possession, compensation, or otherwise, unless agreed to in writing prior to installation.
- (hh) House/room keys will be issued once security deposit has been made. The Landlord will give the Tenant the following keys: one (1) Bedroom Door Key and one (1) Common Door Key. Keys are not allowed to be copied by Tenant. At the end of the lease all keys are returned to the Landlord. A charge of \$40.00 per key will be made for each lost key. In the event of a lockout, Tenant must pay Landlord \$40.00 prior to a lock being unlocked for them.

ARTICLE 7: CLEANING & REPAIR FEES

Tenant will pay Landlord \$40.00 per hour for any cleaning or repair work Landlord does, which were caused by Tenant or occurred during Tenant's occupancy, and beyond normal wear and tear.

ARTICLE 8: INSURANCE

- (a) Tenant shall maintain Tenant Insurance for their respective Premises.
- (b) Tenant hereby releases the Landlord and agrees to keep him harmless from injuries, theft, or fire occurring on the Premises.

ARTICLE 9: DEFAULT

- (a) In the event that Tenant shall fail to pay any installments of rent or other charges in the nature of rent within five (5) days after the same shall have become due or in the event that Tenant shall fail to perform any material obligation of this Lease and shall have failed to cure such nonperformance within thirty (30) days after written notice of the same. Then this Lease shall be deemed in default and Landlord shall proceed under Pennsylvania Law. Tenant hereby waives any right to notice to vacate and agrees that Landlord may proceed directly with an action for possession of the Premises.
- (b) **Drug-Related Criminal Activity**

Tenant agrees not to engage in the unlawful manufacture, sale, distribution, use or possession with the intent to sell or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act or Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act or the unlawful attempt or conspiracy to commit such an act.

- (c) If law enforcement officials discover any Tenant or Member of the Tenant's family or guest of Tenant in possession of a controlled Substance on the Leased Premises, the Landlord will terminate the Lease immediately.
- (d) Should any Tenant or occupant of the Leased Premises be convicted of drug-related criminal activity, the Lease will be terminated immediately.
- (e) Repeated violations of the Rules and Regulations will be grounds for termination of the Lease.
- (f) In the event eviction proceedings are started, Tenant will be charged \$100.00 per step for eviction process.
 - (1) File Landlord /Tenant
 - (2) Attend Hearing
 - (3) File Possession
 - (4) Lock Out
- (g) In addition, Tenant agrees that Landlord can make periodic inspections of the Premises.

ARTICLE 10: RETURN OF PREMISES

- (a) Tenant shall peaceably surrender the Premises in the same or similar condition as when leased on the date first above written.
- (b) At such time, Tenant shall surrender all keys of the Premises to the Landlord.
- (c) Any damages except for reasonable wear and tear shall be borne by the Tenant.
- (d) As provided under Pennsylvania Law, security deposit is not to be use as rent. Security Deposit is only for damages, if any.
- (e) Upon termination of this Lease, Landlord shall hold the Security Deposit for any unpaid damages. The balance shall be returned to Tenant as provided under Pennsylvania Law, after the giving of proper notices.

ARTICLE 11: ABANDONED PROPERTY

All items and personal belongings left by Tenant at the Premises after leaving the Premises are the property of

Landlord ten (10) days thereafter. Tenant abandons any claim to such property. The property is considered abandoned with no liability on the part of the Landlord, either criminally or civilly. Tenant gives up all rights to proceed against Landlord for theft, conversion of loss of use or services for the property left at the premises. Tenant agrees that after the ten (10) days, the Landlord is to dispose of the property in any manner Landlord desired. Leaving the Premises is defined as the date keys are returned.

ARTICLE 12: PRIORITY OF LEASE

Tenant acknowledges that if the property being rented has a mortgage(s), that such mortgage holder has superior rights to that of Tenant rights, whether the mortgage is now in existence or comes to be during the course of this lease or any extensions.

ARTICLE 13: ENTIRE AGREEMENT

This agreement contains the complete agreement between Landlord and Tenant involving the leased property. Tenant acknowledges that any promises or agreements not written in this agreement are not valid.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

G. Thomas Caltagirone Date
G T C PROPERTIES

717-586-2055 cell

tom@caltagirone.us

[Tenant Signature] Date

[Tenant Name - Printed]

_____ [phone]

_____ [email]

Landlord Appliances: Range (Stove & Oven), Microwave, Refrigerator, Dehumidifier, Washer & Dryer.

Landlord Equip & Furniture: Cable Modem/Wi-Fi Router; TV; Couches; Dining Room Table; Bed, Dresser, Desk, Chair (per room)

NOTES on Condition of Room & Common Area Prior to Occupancy: