

LEASE AGREEMENT

This lease has been signed on _____, between Dr. S. Mark Rayburg, Inc., Profit Sharing Plan the "Owner" and _____, referred to as the "Tenant" in this lease. The Tenant agree that the Owner leases to the Tenant and the Tenant rents from the Owner, the house designated as 2 Mt. Thor Rd., Greensburg, PA 15601 called the "Premises" in this lease. This lease is for the terms of Fall 2012 (July 1, 2012 - Dec. 31, 2012) and Spring 2013 (Jan. 1, 2013 - June 30, 2013). At a rent of \$2,900.00 per person, per semester.

Payment for Fall 2012 -- \$2,900.00 Due from each resident by June 1, 2012.

Payment for Spring 2013 -- \$2,900.00 Due from each resident by Dec. 1, 2012.

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. EACH TENANT SHOULD READ THIS LEASE CAREFULLY.

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

- 1. **Occupancy of the Premises:** The premises is to be used as a residence only and only by the Tenants specified on this lease.
- 2. **No Pets:** Tenants agree not to have any dogs or cats on the Premises.
- 3. **No Beer Kegs:** Tenants agree not to have any beer kegs in excess of five gallons on the premises.
- 4. **Payment of Rent:** Tenants agree to pay the Owner the rent stated above.
- 5. **Lease Responsibility:** Tenants are responsible for the terms of this lease for the Fall 2012 semester and the Spring 2013 semester. If for any reason, the tenant will not be occupying the premise for one or both semesters, they are required to fulfill the lease agreement unless a replacement tenant is found and an addendum lease is signed by the tenant.

Initials: _____ Tenant _____ Tenant _____ Tenant _____ Tenant _____ Tenant

- 6. **Final Inspection:** Arrangement for final inspection prior to vacating premises at lease termination must be made at a time convenient to both Tenants and Owner.
- 7. **Cleaning/Damage Deposit:** Each person signing this lease as a Tenant shall pay **\$450.00** (four hundred fifty dollars) as a cleaning/damage deposit at the time of signing of this lease. The cleaning/damage deposit shall be held by the Owner as security for the payment of all rent and other amounts due from Tenants to the Owner, for terms of this lease, and against any damages caused to the Premises or any other part of the Owner's property by Tenants, their family and guests. Tenants understand and agree that the cleaning/damage deposit may NOT be applied as rent or against any other amount due from Tenants to the Owner, or any other expense incurred by the Tenants during the term of the lease, without the Owner's written consent. Within thirty (30) days following termination of this lease, the Owner shall return the cleaning/damage deposit to the Tenants, less any deductions from it due to amounts owed by Tenants to the Owner, by check payable to all Tenants signing this lease.

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- 8. **Use of Premises:** Tenants agree to use the Premises only as the personal residence of the Tenants, and not to assign this lease or sublet the Premises, without written consent of the Owner.
- 9. **Alterations to the Premises are Prohibited:** Tenants agree not to alter or make additions to the Premises, its painting or its fixtures and appliances without the Owner's written consent. Tenants agree that they will not do or permit others to do any act or practice causing damage to the Premises, or which may be unreasonably disturbing to other Tenants, or which may affect the insurance on the building, or which is contrary to any law.

Initials: _____ Tenant _____ Tenant _____ Tenant _____ Tenant _____ Tenant

- 10. **Cost of Utilities:** Tenants understand that the equipment for utilities to serve the Premises is installed and Tenants agree that the cost of the utilities shall be paid as

follows:

Garbage collection charge to be paid by Owner

Sewer charge to be paid by Owner

Recycling fees to be paid by Owner

Cable/Internet to be paid by Owner

Gas to be paid by Owner

Electricity to be paid by Owner

Water to be paid by Owner

Note: Tenants agree that the Owner shall have the right to temporarily stop the service of electricity, water or gas in the event of accidents or emergencies or to facilitate repairs or alterations made on the Premises. The Owner shall have no liability for failure to supply heat, electricity, hot water, or other services or utilities when such failure is necessary to make repairs, or is beyond the Owner's control.

11. Inspection/Check-In, Check-Out: It is the TENANT'S responsibility to return a completed signed copy of the Inspection Check-In, Check-Out sheet within ten (10) days of move in to OWNER. If not returned within the first ten (10) days, TENANT agrees that the leased premise in in clean and satisfactory condition. When this lease expires, TENANT is responsible for all cleaning, damages and items needing repair with the exception of those items listed as unsatisfactory on the initial check-in, check-out inspection sheet.

Each tenant signing this lease has received a copy of the Inspection Check-In, Check-Out sheet:

Initials: _____ Tenant _____ Tenant _____ Tenant _____ Tenant _____ Tenant

12. Parking: Parking is included in the price of the rent up to five (5) vehicles.

13. Maintenance and Repairs: Major maintenance and repairs of the Premises, not due to Tenants' misuse, waste, or neglect, or that of their family or guests, shall be the responsibility of the Owner. Tenants agree to use due care in the use of the Premises, the appliances within the Premises, and all other parts of the Owner's property. Tenants agree to give notice to the Owner of the need for repairs. Tenants will pay for all repairs to the Premises, its contents, and to all other parts of the Owner's property which are necessitated by any act or lack of care on the part of Tenant, members of Tenant's family or their guests within five (5) days of being presented with a bill from the Owner. Costs of repairs due to willful acts, misuse and neglect will include the cost of materials and labor. The Owner will make necessary repairs to the Premises and appliances within a reasonable time after Tenants notify the Owner of the need for repairs. All light bulbs will be replaced at the expense of Tenants. Tenants will be charged for plumbing repairs if inappropriate objects are found to be in the drains or toilets.

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14. Tenants' Property Damage or Personal Injury: Tenants agree that the Owner shall not be liable for property damage or personal injury occurring on the Premises or elsewhere on Owner's property unless the damage or injury would result directly from the Owner's negligence. The Owner is not responsible for the loss of personal property caused by fire or theft. The Tenants will be individually required to obtain their own Renters Insurance Policy.

15. Insurance: Owner agrees to carry fire and liability insurance on the building. Owner strongly recommends that the tenants carry fire and liability insurance in the form of **Renter's Insurance**. Renter's Insurance will protect the Tenant, Tenant's Property, and their guests. Tenant's personal property is not insured under Owner's policy. If there is any loss of property by fire, theft or any other means, Tenant agrees to relieve Owner from all responsibility. Tenant agrees to directly pay for this loss or any claims filed.

16. Fire or Other Casualty: If the Premises are damaged by fire or other casualty, the Owner shall make repairs within a reasonable time and rent shall continue unless the casualty renders the Premises uninhabitable, in which case this lease shall be terminated and Tenants, upon payment of all rent to the date the Premises are surrendered, shall not be liable for any further rent. If only a portion of the Premises are rendered uninhabitable, the Tenants may, with mutual agreement of Owner, alternatively choose to continue in possession and shall be entitled to a prorated reduction in the amount of rent.

17. Owner's Entry into the Premises: The Owner, or any person authorized by him shall have the right to enter the Premises at reasonable times to inspect, make repairs or alterations as needed, to enforce this lease and to show the Premises to prospective tenants. The Owner will make all reasonable attempt to notify the Tenants in advance of entering the premises, except in emergencies, or in cases of blatant lease violations...ie: presence on dogs, cats, and obviously destructive guests.

18. Compliance by Tenants, Family Members and Guests: Tenants agree that they will comply with and also ensure compliance by members of their family, and their guests with the occupancy regulations, which are printed on this lease.

19. Fees for Late Payment of Rent: If the rent and or any other charges are not paid by the date agreed upon in this lease, a charge of twenty-five dollars (\$25) plus

two dollars (\$2) per day late charge shall be charged, until rent due is paid along with assessments.

20. Non-Payment of Rent: If any monies due under this lease agreement are unpaid when due, the Tenant understands that nonpayment constitutes a Violation of this lease. The Owner has the right to pursue legal action to recover unpaid rent and damages against the Tenant for the amount together with costs, interest and attorney's fees in the amount of 25% in addition to the amount due. The Owner or agent has the right to recover possession of the leased premises through eviction. The Owner or agent will then have the right to proceed through legal action to collect monies due.

21. Reporting of Past Rent Owed: Tenant is aware that Owner may report any past rent, damages or other costs to credit reporting agencies. Tenant understands this reporting could affect Tenants ability to obtain credit or future housing.

22. Notice to Tenants: All notices required to be given by the Owner to Tenants shall be sufficiently given by mailing first class through the U.S. Postal system, or by leaving the correspondence with the Tenant on the Premises. Notices given by Tenants to the Owner must be given by registered mail, and admissible evidence that notice has been given by Tenants shall be a registered mail return receipt by the Owner.

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23. This Lease is the Only Agreement: It is expressly understood and agreed by and between the Owner and the Tenants that this lease are the only promises, agreements, conditions and understanding between Owner and Tenants. There are no promises, agreements, conditions or understanding, either oral or written, between the Owner and the Tenants other than this lease agreement. It is further understood and agreed that no other alteration, amendment, change or addition to this lease shall be binding upon Owner or Tenants unless reduced to writing and signed by them.

24. Transfer of Property by the Owner: In the event of the sale of the property during the term of this lease, the new Owner takes the property subject to the terms on this lease.

25. Joint and Several Liabilities: The term "Tenant", used in this lease, shall refer collectively to all persons named above and signing this lease. The liability of each Tenant shall be joint and several. Notice given by Owner or Agent to any person named as Tenant, or any such person to Owner or Agent, Shall bind all persons signing this lease as Tenant.

26. Waiver of Notice to Quit: Residents waive the usual notice to quit and agree to surrender said premises at the expiration of said term, or at the termination of this lease without any notice whatsoever and expressly waives all notices and demands which may or shall be required by any statute of this Commonwealth.

27. Damage to Owner's Property: Any damage to Owner's property not claimed by a specific Tenant will be equally charged to all Tenants.

28. Cleaning the Premises: The Premises must be kept clean at all times. Carpets should be vacuumed regularly. All trash must be removed on a regular basis.

29. Keys: Keys that are assigned to you may not be given to anyone else. Entrance into your locked Premises is by key only. At termination of lease, Tenants must surrender all keys to the Owner. Failure to do so shall result in a \$5 charge, which will be withheld, from Cleaning/Damage Deposit.

30. Tenants Abandoning any Personal Property: When lease is terminated, any personal property left on the Premises shall be conclusively deemed abandoned. Tenants may be charged for removal of personal property.

31. Snow Removal is the responsibility of the Owner.

32. Cutting the Grass is the responsibility of the Owner.

33. Pool: All pool chemicals will be supplied by Owner. It is the Tenant's responsibility to keep the pool free of debris, if they intend to use it. Owner will winterize and cover/uncover for the season(s).

34. Tenants' and Their Guest's Behavior and Actions: Tenants are responsible for his or her behavior or actions as well as for any guest(s).

35. Noise: Tenants must keep the noise at a tolerable level. If noise disturbances are reported by other tenants, neighbors, or police, tenants will be given one warning. The second notice by other tenants or police is cause for immediate termination of this lease and eviction.

36. Violations of the Terms of this Lease: Will be a cause for immediate termination of this lease and eviction.

37. Posters: Residents should use thumbtacks to hang posters and other items. Tenants are not to use adhesive products or tape to hang items from the walls, cabinetry or ceiling. Tenants may be charged for damages from tapes and adhesive products.

38. Parental Guarantee: Residents agree that the parents of each Tenant will sign a guarantee to ensure the enforcement of this lease. The guarantee must be signed and returned within 10 days, the Owner may exercise the option of invalidating the lease agreement.

Initials: _____ Tenant _____ Tenant _____ Tenant _____ Tenant _____ Tenant _____

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39. Garbage and Recycling: Garbage is the responsibility of the Tenant. Garbage must be properly bagged and placed on the curb the night before pick-up. Between scheduled garbage collection days, garbage must be stored in the large plastic cans that are provided by the Owner.

40. Smoke and Carbon Monoxide Detectors: Either battery operated or integrated electrical smoke alarms are installed in the Premises and all are in working order. For the battery-operated system, Tenants re responsible for periodically checking to see if battery is in working order. If not, Tenants must replace battery immediately. Carbon Monoxide detectors are installed and it is the responsibility of the Tenants to regularly check the batteries and working condition of the detector.

Owner: Dr. S. Mark Rayburg, Inc., Profit Sharing Plan

c/o Jaclyn E. Rayburg, Property Manager

161 Alder Street

Lower Burrell, PA 15068

Phone: 724-561-3106

Fax: 724-727-9879 (call before faxing)

Email: jaclyn.rayburg1@gmail.com

Signature: _____ Date _____

Jaclyn E. Rayburg

Resident (Print): _____ Cell Phone: _____

Signature: _____ Date: _____

Parent Name (Print): _____

Home Address: _____

Home Phone: _____ Cell Phone: _____

Security Deposit Paid: cash _____ check _____ check _____