

RESIDENTIAL LEASE
For Shared Apartment Suite With Exclusive Bedroom
Nittany Place
(A Student Oriented Rental Community Near Penn State Harrisburg Campus)

THIS APARTMENT SUITE LEASE IS A LEGAL DOCUMENT. UPON EXECUTION BY LANDLORD (WHICH MAY BE ELECTRONIC) AND RETURN TO YOU (WHICH MAY BE VIA YOUR CONFIDENTIAL ON-LINE "RESIDENT PORTAL" IF YOU ARE REGISTERED IN THAT SYSTEM) IT WILL BE BINDING. IF THE TENANT (STUDENT) IS UNDER AGE 18, A PARENT OR GUARDIAN MUST SIGN THIS LEASE ALONG WITH THE TENANT.

Name: _____ (Tenant)

Tenant's Current Address: _____

Home Phone Number: _____ **Cell Phone Number:** _____

Email: _____

Starting Date of Lease: _____ **through Ending Date of Lease:** _____

(the "Lease Term").

Rent: Your Rent for the above Lease Term is \$ _____ plus incidental additional charges as identified in the Lease and applicable sales taxes, if any. Rent is payable in equal installments of \$ _____ due on the start date of the Lease and the first day of each month thereafter.

Landlord: Nittany Place with business offices located at 625 N. Spring Street, Middletown, PA 17057 is called the "Landlord" in this lease.

Apartment Location: 625 N. Spring Street, Middletown, PA 17057

1. Leased Premises.

- A. **Unit Location.** Under this Lease Tenant has requested and agreed that the specific bedroom and the shared apartment suite, which shall be substantially similar to the model suite layout the tenant selected during the application process, is to be assigned to Tenant through Landlord's roommate assignment procedure.

THIS LEASE WILL BECOME A BINDING LEGAL OBLIGATION IMMEDIATELY UPON LANDLORD'S RETURN TO TENANT OF A FULLY SIGNED COPY OF THIS LEASE. This is the case even though designation of your specific Bedroom and Apartment Suite may follow later. Unless and until Landlord signs and returns this Lease there is no binding obligation on either party.

This is not a "wait list" situation. Landlord by returning this Lease as signed by Landlord will be committing to reserve a slot for you to receive a Suite/Bedroom assignment at Nittany Place.

An exception applies, however, if due to unforeseen circumstances, like a fire, there is a loss in the number of available units after the Lease is fully signed and before you take possession. If that happens, Paragraph 15 of this Lease shall apply.

Landlord will attempt to assign to Tenant a specific apartment suite and bedroom at least one weeks prior to the Starting Date of the Lease Term, except in the case of last minute applications. Tenant will receive an email notification identifying the assigned apartment and bedroom. When issued, the Bedroom and Apartment Suite designation notification, will automatically become part of this Lease.

B. Description of Leased Premises.

This Lease entitles you to exclusively occupy, and you are solely responsible for, one furnished bedroom (Your Bedroom) in the designated _____ Apartment Suite assigned to you. Together with the other residents of the Apartment Suite (or "Roommates"), you have the joint right to use (and are jointly and severally responsible for) the common areas of the Apartment Suite. The "Suite Common Areas" are made up of those areas within the Apartment Suite to which you have access without going into another bedroom, including the bathroom(s), living room, kitchen, basement and laundry. Your Bedroom, the other bedrooms in the Apartment Suite, and these Suite Common Areas are referred to collectively in this Lease as the "Apartment."

In addition, you have the right to non-exclusive use of those areas of the Nittany Place community to which all residents of the Community have general access. These are called the "Community Common Areas." Landlord has the right to change the Community Common Areas.

2. Lease Term.

- A. The Lease starts on the starting date, and ends at 12:00 noon on the Ending Date (the "Lease Term"), unless terminated sooner under the terms of this Lease. You are responsible under the terms of this Lease for the full Lease Term. You will not be released from your responsibility under this Lease for any reason, other than involuntary military service.
- B. You may not occupy Your Bedroom until the Lease, any required Guaranty and other incidental documents have been signed by all parties and delivered to Landlord, and your security deposit, administrative fee, and first month's rent have been paid.
- C. Landlord shall not be liable if it cannot give Tenant possession on the beginning date of the Lease Term. Base rent starts at the beginning of the Term unless Landlord cannot give possession (in which case rent shall then be payable when possession is available). Landlord must within reasonable time give possession to Tenant of the assigned Bedroom, or offer to place Tenant on the same terms in similar accommodations within the Community, or else Tenant may cancel this Lease and obtain a full refund of money deposited. Landlord will notify Tenant when possession is available. Even if there is a delay in the start of possession, the ending date of the Lease Term, will not change.
- D. Landlord in its discretion may permit an early move in date at a fee that Landlord establishes from time to time. If Landlord does permit you to move in early, you agree that you will abide

by the terms of the Lease beginning with the date you move in.

- E. If Landlord agrees to extend the Lease Term, all terms of the Lease will apply during the extension. This means that you must continue to meet all of your obligations under the Lease so long as you are a tenant.

3. Description. This Lease is between you and Landlord. Landlord agrees to lease to you and you agree to lease from Landlord the following:

- a. Your sole use of Your Bedroom within the Apartment.
- b. Together with other residents of the Apartment (your Roommates), your joint use of the Suite Common Areas.
- c. Together with the other residents of the Community, your joint use of the Community Common Areas.
- d. Your sole use of the furniture within Your Bedroom; and your joint use of, and joint and several responsibility for, all appliances and furniture within the Suite Common Areas of the Apartment.
- e. Your joint use of the mail box that is assigned to you by Landlord (the "mail box"). If the postmaster serving the community has instituted or begins during the Lease "single drop delivery" your mail will be placed in the mail box. Landlord assumes no liability for loss or delay in delivery and/or failure of delivery of any of your mail.

4. Explanation of "Joint & Several" Responsibilities. You are solely responsible for your financial obligations to pay your base rent for Your Bedroom or for damages to Your Bedroom. You have no financial responsibility regarding your Roommates' separate base rent obligations or their obligations to pay for damages to their bedrooms.

You and your Roommates, however, are "jointly and severally" responsible and liable for damages to and breaches occurring in the Suite Common Areas. This means that you and your Roommates are each individually fully responsible for any damages to the Suite Common Areas and common furnishings of the Apartment and for breaches relating to obligations in the Suite Common Areas.

Landlord is not required to sue all Roommates for any joint and several liabilities, or divide such joint and several financial obligations equally among Roommates, but has the option of pursuing any one or more of the Roommates for payment, in whatever order Landlord decides. Landlord cannot collect more than the total amount due, but can collect it from any or all of the jointly and severally responsible parties until the payment due is satisfied. If any Roommate bears more than their share of any such joint and several liabilities in paying Landlord, they would need to pursue the other Roommates for "contribution" of their fair share.

5. Rent and Additional Charges. With the exception of the first installment, you will pay Landlord the "Rent Installment," which is composed of the base rent and other incidental charges, if any, on or before the 1st day of each month, without any demand from Landlord for payment. The Rent Installment is payable at Landlord's business office.

Except as provided by law, you have no right to withhold any of the Rent Installment for any purpose. You may not reduce or offset your Rent Installment payable under this Lease by any of your costs or damages claimed by you against Landlord, unless the law permits you to do so.

If your Rent Installment is not paid by 5 p.m. on the third (3rd) day of the month, your rent is late and you will be charged \$30.00 in addition to your rent. Beginning with the fourth (4th) day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid. Post-dated checks will not be accepted. If you choose to make an electronic payment (if available) transaction fees may apply. If your check is returned by the bank unpaid due to insufficient funds, you will pay a check handling charge of \$50.00. Once Landlord receives two returned rent checks from you, you agree to make all future payments in cash or by money order or certified check.

Landlord may require you to pay other charges to Landlord under this lease if your failure to comply with this Lease causes damages to the property or expense to Landlord. Whether or not these charges are called "rent" they shall be considered additional rent. If you do not pay any additional rent on time, Landlord shall have the same rights against you and your guarantor as if you did not pay your base rent.

If tenant requests a delay in paying the September rent installment, tenant must provide to Landlord valid confirmation of aid, loans, or scholarships in an amount adequate to cover the term of the lease before the second installment is due. Immediately upon disbursement of funds in the first semester, Tenant is required to pay the remaining balance of the rent due in full for the first semester. Immediately upon disbursement of funds in the second semester, Tenant is required to pay the full amount of the second semester rent in one payment.

- 6. Administrative Fee and Security Deposit.** Tenant agrees to pay a non-refundable administrative fee of **\$275.00** and a security deposit of **\$0.00**. Tenant agrees to pay the administrative fee and security deposit to Landlord 90 days before the Lease Term starts. The administrative fee covers the application process, renewal lease generation, resident and guarantor screening, online resident portal, and on-site facility monitoring. Landlord can take money from the security deposit to pay for any damages caused by Tenant, Tenant's family, and Tenant's guests. Landlord may also take the security deposit to pay for any unpaid rent.

At the end of the tenancy, after taking out for damages and unpaid rent, Landlord agrees to send the Tenant any security deposit money left over. Landlord will send the remaining security deposit money to Tenant no later than 30 days after the lease ends and Tenant leaves. Landlord also agrees to send to Tenant a written list of damages and amounts of money taken from the security deposit. Tenant agrees to give Landlord a written forwarding address when Tenant leaves and the lease ends. Tenant may not use the security deposit as payment of the last month's rent.

Tenant remains responsible to pay any losses or damages that exceed any security deposit balance being held by Tenant.

- 7. Application of Payments.** Payments under the Lease will be applied to your account in the following manner: first, to satisfy unpaid late charges, dishonored check service charges, interest and other fees owed by you; second, to maintenance and repair costs chargeable to you; third, to outstanding legal fees and/or court costs legally chargeable to you; fourth, to outstanding utility bills that are

your responsibility; fifth, to deposits or portions thereof due from you; and sixth, to your Rent Installment.

8. **Utilities.** Water, Sewer, Trash, Electric, Cable, Gas (if applicable) and Internet are included in your Rent Installment payment. Charges paid by Landlord for unreasonable utility use by Tenant may be billed to Tenants as additional rent. Unreasonable utility use includes open doors or windows during extreme winter or summer weather. Tenant is responsible for phone services.
9. **Relocation.** The Apartment contains other bedrooms in which other Roommates may reside. Landlord has the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other Roommates in the Apartment agree (in a signed amendment to the Lease) to pay Landlord, as part of your respective Rent Installments, the Rent due for the unoccupied bedroom.

The fact that you and other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. If you request to be relocated and Landlord is able to accommodate your request, a fee of \$200.00 will be required to be paid in advance of relocation. Landlord's consent to one or more relocations will not be a waiver of any rights of consent to any future relocation.

10. **Furnishings.** You assume full responsibility for items furnished by Landlord. You agree to return them to Landlord at the expiration of the Lease Term in as good condition as when you receive them. Reasonable wear and tear is acceptable and not considered damage. You will be solely responsible to pay for damages to any of the furnishing in Your Bedroom. You and your Roommates will be jointly and severally responsible to pay for any damages to furnishings in the Suite Common Areas. You will be responsible for returning all furniture to its original position before vacating Your Bedroom and the Apartment. You will not remove Landlord's furniture, fixtures, and/or other furnishings from the Apartment for any purpose. You are responsible for all loss, breakage, and other damage (beyond reasonable wear and tear) to furnished items.
11. **Right-to-Entry.** Landlord and its agents have the right to enter the Apartment and Your Bedroom at all reasonable times (or at any time in the event of an emergency), with reasonable advance notice to you and without your consent. Landlord may do this to inspect, remodel, repair, maintain and protect the Apartment and Your Bedroom as Landlord reasonably sees fit. Further, Landlord with reasonable advance notice to You has the right to enter the Apartment and Your Bedroom at reasonable times to show the Apartment or Bedroom to prospective tenants, purchasers, or representatives of insurance or lending institutions. You may not change any locks or add additional locks, chains or other security devices.
12. **Protection Notice and Acknowledgement.** Landlord does not promise or guarantee the safety and security of you, your guests, or your personal property against the criminal actions of other residents or third parties. Furthermore, Landlord is not responsible for any damage or injury to you, your guests, or your personal property, or to any person entering the Apartment. Also, Landlord is not responsible for injury to person or property arising from theft, vandalism or casualty occurring in the Apartment. You agree that you will be responsible for and protect Landlord from all claims, costs or expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to Landlord's negligent or intentional misconduct.

You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings. It is a fact that no security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. Landlord does not monitor any security video camera or other photographic surveillance that may be installed at the community. As to any and all security measures taken at the community, you may not rely for your personal safety upon any measures Landlord may take to secure the building. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption no security systems exist. You acknowledge that you have read, understand and agreed with this notice.

You have received no representations or warranties either expressed or implied, as to the overall safety of the Apartment or any security system at the community. Landlord has not in any way stated or implied to you that the security of person or property is provided or guaranteed or that the community was or will be free from crime.

13. Release of Landlord. Landlord is not responsible for any injury, property damage, or loss sustained by Tenant or Tenant's guest.

Tenant agrees to release Landlord from responsibility for any damage, loss or injury caused by any other person occupying the Apartment, the Building, or the Community, or by Landlord or Landlord's agents or employees, including damage, loss or injury caused by the gross negligence or intentional misconduct of Landlord and Landlord's agents and employees. Tenant agrees that this release includes losses or damages which result from Tenant's acts or failure to act. All claims against Landlord for any damage, loss or injury are expressly waived by Tenant.

Tenant is responsible for any loss to Landlord caused by Tenant or Tenant's guest.

14. Tenant's Insurance. Tenant is required to, and is solely responsible to obtain renter's insurance on Tenant's contents, personal property and comprehensive liability to protect Tenant against any claims of Tenant's guests and invitees. Tenant's renter's insurance must be active for the entire term of the Lease. Tenant may purchase renter's insurance directly from the Landlord's approved carrier through the Tenant Portal, or Tenant can secure his/her own renter's insurance through a qualified agent.

A copy of the policy's Declarations Page or a Certificate of Insurance must be provided to Landlord prior to Tenant taking possession of the Apartment. The Declaration Page or Certificate of Insurance must list Nittany Place as an additionally insured interest.

15. Damage or Destruction of Premises. If, in Landlord's opinion, Your Bedroom or the Suite Common Areas should become unavailable or unlivable during the Lease term because of damage or destruction by fire or other casualty, Landlord has the right to terminate the Lease. Landlord may also at its election move you to similar accommodations within the Community and repair and restore Your Bedroom and/or the Suite Common Area. In the event of damage or destruction to Your Bedroom, your obligations to pay rent will be waived only if Landlord terminates the Lease, or does not promptly furnish you with a comparable bedroom within the Community.

16. Default. You are in violation of this lease if:

- a. You fail to pay when due your Rent Installment or any other amount owed as directed by this Lease. Landlord's acceptance at any time of a late rent payment is not a waiver of timely payments at a later date.
- b. You or any guests violate: (1) any of your obligations under this Lease or any addendum to it, including the Rules and Regulations, or any other rules applicable to your occupancy; or, (2) any fire, health or criminal laws while you or the guest are at the Community.
- c. You fail to move into Your Bedroom after completion of all required documentation, or you abandon or apparently abandon Your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothing and personal belongings have been substantially moved out of Your Bedroom).
- d. You or the Guarantor has made any false or inaccurate statement on any information provided to Landlord.
- e. Consistent with Pennsylvania law [68 P.S. § 250.505-A], (A) you are convicted for an illegal sale, manufacture or distribution of any drug in violation of "The Controlled Substance, Drug, Device and Cosmetic Act"; (B) you have a second violation of any provisions of "The Controlled Substance, Drug, Device and Cosmetic Act"; (C) there is a seizure by law enforcement officials of any illegal drugs in Your Bedroom or the Suite Common Areas; or (D) you engage in conduct that is in violation of "The Controlled Substance, Drug, Device and Cosmetic Act."
- f. Any illegal drugs, illegal drug paraphernalia or other evidence of illegal drug usage are found in Your Bedroom or in the Suite Common Areas of the Apartment (whether or not we can establish you were in possession). LANDLORD ENFORCES A ZERO-TOLERANCE POLICY FOR THE ITEMS PROHIBITED BY THIS PROVISION, AND TENANT WILL BE SUBJECT TO IMMEDIATE EVICTION FOR ANY VIOLATION THEREOF.
- g. You or any of your guests are convicted of, or engage in conduct that constitutes, a criminal offense involving theft, burglary, pornography, indecent exposure, sexual molestation, or any unlawful conduct involving a minor. This applies regardless of whether the activity results in jail, prison time or deferred adjudication. As to a guest, this applies only to conduct of the guest while at or in the immediate vicinity of the Apartment.
- h. You or any of your guests engage in the following activities: behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety, or convenience of others (including other tenants of the Building, neighbors, and Landlord's agents and employees) in or near the Community, or you or your guests unreasonably disturb the peaceful enjoyment by other tenants of their apartments.
- i. You fail within 10 days after you are billed to pay any charge provided for under the Lease other than base rent (which must be paid timely by the due date without Landlord having to ask for it).

- j. You keep in the Apartment or at any location in the Community any: (1) handgun, firearm, paintball gun, implement of martial arts, or weapon of any type, and any other implement which is designed for the purpose of projecting materials or objects of a nature or character that may cause damage or injury to person or property; (2) an explosive, highly flammable or any extra-hazardous substance or device; or, (3) any other article or thing of a dangerous nature, not usually and customarily used for individual residential living purposes. This specifically includes but is not limited to any “offensive weapons” as defined by Pennsylvania statute, 18 Pa C.S. § 908. “Pepper Spray” carried for personal protection, however, is permitted as an exception to this paragraph. LANDLORD ENFORCES A ZERO-TOLERANCE POLICY FOR THE ITEMS PROHIBITED BY THIS PROVISION, AND TENANT WILL BE SUBJECT TO IMMEDIATE EVICTION FOR ANY VIOLATION THEREOF.
- k. You authorize or permit any person who is not a current authorized resident of the Apartment to occupy the Apartment. Unless Landlord has given prior written consent, a person will be considered to be in occupancy at the Apartment: (a) if the person stays overnight for more than three nights (whether or not consecutive) in any 7 day period or (b) if the circumstances, such as frequency of physical presence or location of items of personal property, evidence more than guest status.
- l. You break into and/or occupy or use, or allow others to occupy or use, a bedroom in your Suite that has not been assigned to any Roommate by Landlord. Such unallocated rooms shall be locked by Landlord.
- m. You, directly or indirectly, deliver, transfer or provide any key to the Apartment to another person to allow anyone to have access to the Apartment to enable a person who is not a current authorized resident to occupy it. This does not apply to delivery of a key to a current authorized resident (Roommate) for usage in connection with that authorized resident’s permitted usage of the Apartment. Nor does this apply to furnishing a key on a temporary basis to a third party for purposes permitted in the lease which are unrelated to unauthorized occupancy of the Apartment. See (k) above for definition of “occupancy.”

17. Remedies. If you are in violation of this Lease, Landlord will have the right to pursue all legal remedies. In addition, without demand or notice to you, Landlord will have the right to take the following actions:

- a. Collect any charge imposed by the Lease;
- b. Sue to collect past due Rent Installments or additional rent, including any damages incurred because of your violation of the Lease;
- c. Terminate the Lease and your right to occupy the Apartment and institute an action for eviction;
- d. Terminate your right to occupy the Apartment and institute an action of eviction, but not terminate the Lease or end your monetary obligation to Landlord;
- e. Require you to immediately pay any rents for the balance of the term of this Lease and Landlord may sue you for this rent if not immediately paid;

- f. Draw against your Security Deposit;
- g. Report all violations to credit reporting agencies; and/or
- h. Do any combination of the above remedies as chosen by Landlord.

The exercise of any remedy by Landlord does not exclude or waive the right to exercise any other right or remedy that Landlord might have. Any acceptance of rent by Landlord after you have violated this Lease does not waive or diminish our continuing rights of eviction or any other right of Landlord, unless Landlord specifically agrees to it in writing.

If there is a Guaranty, Landlord also has the right to immediately pursue the personal Guarantor for all monies due without having to first pursue Tenant.

18. Waiver of "Notice to Quit." TENANT HEREBY WAIVES (GIVES UP) ANY RIGHT TO ANY NOTICE TO MOVE ("NOTICE TO QUIT") THAT WOULD OTHERWISE BE REQUIRED UNDER LAW.

19. Rules and Regulations. Tenant agrees to comply with all Rules and Regulations attached to this lease (Exhibit 1). Tenant agrees that those Rules and Regulations may be amended from time to time by Landlord. These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to the Rules and Regulations that Landlord may make from time to time will likewise be considered a part of this Lease.

20. Condition of Apartment. An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within 24 hours after you move in, you are required to return the Apartment Condition Form and notify Landlord in writing of any defects in the Apartment. Otherwise, your Apartment and the fixtures, appliances and furniture in the Apartment will be considered to be clean, safe, and in good working condition.

WITH THE EXCEPTION OF ITEMS SPECIFIED IN YOUR WRITTEN APARTMENT CONDITION NOTICE, YOU ACCEPT THE APARTMENT, AND FIXTURES APPLIANCES, AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. LANDLORD MAKES NO EXPRESS WARRANTIES, AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY), WITH REGARD TO THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN THE APARTMENT.

You are responsible for the cost of all repairs made necessary by you or your guest(s) in violation of this Lease. You will also be responsible for the cost of all repairs made necessary by your negligent or careless use of the Apartment or any part of the Community. This includes: damage from waste water stoppage caused by foreign or improper objects in lines serving the bathroom used by you; damages to furniture, appliances, doors, windows or screens; damage from windows or doors being left open; and repairs or replacements to security devices necessitated by misuse or damage by you or your guests.

If we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. You will be solely responsible to us for damages to Your Bedroom and the furnishings provided in Your Bedroom except for ordinary wear and tear. In addition, you will be "jointly and severally" responsible (described in Paragraph 4) for all damages to the Suite Common

Areas and any appliances, furniture, and other furnishings provided in those shared areas. Landlord may seek recovery from you alone or together with other responsible parties. You are responsible for the full amount, even if others are also responsible to us.

In addition, you are responsible to Landlord for any damages of any nature to the Building and Community Common Areas. If the party responsible for damages is identified, Landlord may determine, in Landlord's discretion, to release you and other potentially responsible parties. Your obligation to pay the charges described in this paragraph will continue after the ending of this Lease.

- 21. Right of Refusal.** Until we have signed this Lease, we have the right to refuse to lease a Bedroom to you for any reason whatsoever; provided, however, any refusal will not be based on your race, religion, sex, color, familial status, handicap or national origin or other legally protected status. In the event of a refusal, you will be refunded, if applicable, any prepaid Rent or other deposits.
- 22. Termination.** Termination of this Lease due to your breach before the Ending Date of the Lease Term will not affect Landlord's right to collect the total amount of the Rent. No surrender of Your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.
- 23. Your Duties Upon Termination.** When you leave, whether at or before the natural expiration date of the Lease Term, Your Bedroom and the Apartment must be clean and in good repair and condition. This includes the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in Your Bedroom and the Apartment. If they are not, you will be responsible for reasonable charges to complete all cleaning, repair or replacement. Landlord recommends that you schedule a walk-through with Landlord's staff at least three (3) days before the expiration of the Lease Term. Upon the termination of a lease, you must remove all of your personal property from the Apartment. Abandoned personal property remaining in the Apartment may be disposed of at the discretion of Landlord, subject to the provisions of Pennsylvania law (including 68 P.S. § 250.505a).
- 24. Consent to Jurisdiction.** This Lease has been entered in the County of Dauphin, Commonwealth of Pennsylvania. Any lawsuit or legal action involving this Lease or the tenancy must be instituted solely in the County of Dauphin.
- 25. Governing Law.** This Lease is governed by the laws of the Commonwealth of Pennsylvania. If any of the terms or conditions conflict with any such law, those terms or conditions shall be deemed modified and amended to conform to that law.
- 26. Severability.** No portion of this Lease is invalidated because of the invalidity of any other portion. If there is an invalid portion, the Lease is to be read as if that invalid portion were not a part of the Lease. The remaining portions will be enforceable to the fullest extent permitted by law.
- 27. Attorney Fees.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of Landlord, you are responsible for the reasonable costs and expenses of that legal action incurred by Landlord. This includes Landlord's reasonable attorney fees. These costs are in addition to any amounts awarded to us in that action.

28. Entire Agreement. This Lease, including the Rules and Regulations, exhibits, and the Apartment Suite/Bedroom Assignment Addendum when issued, contains the entire agreement between Landlord and Tenant. There are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Tenant's signing of this Lease confirms that no oral promises, representations or agreements have been made to Tenant by Landlord or any of Landlord's representatives. No change of this Lease will be binding on Landlord unless the change is in writing and signed by Landlord.

29. Gender and Pronouns. Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" means the Landlord. Any reference to "you" means the undersigned Tenant of the leased Bedroom.

30. Headings. The headings before each paragraph in this Lease are inserted merely as a matter of convenience, and are not deemed to be a part of the Lease Terms.

31. Transfer of Lease by Tenant Not Permitted. This Lease permits you, and only you, to live in Your Bedroom and to use the Suite Common Areas of the Apartment. You may occupy Your Bedroom as your private residence and for no other purpose. While you cannot lease any part of Your Bedroom or the Apartment to another person, you may be able to transfer your rights under this Lease to another person if, but only if, Landlord gives written consent.

The giving of Landlord's consent is at Landlord's sole discretion. Landlord is not responsible for finding a person to whom you can transfer the Lease. Nor is Landlord obligated to assist you in finding a potential replacement or to fill Your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a qualified person to whom you can transfer this Lease.

Even if you with Landlord's written permission do transfer this Lease, you will still be responsible for all of your obligations under this Lease unless Landlord specifically agrees, in writing, to release you. This means that if the person you found to replace you does not honor the terms of the Lease, you may be responsible for damages. A \$200.00 transfer fee must be paid by you before the transfer. And the new resident must take possession of Your Bedroom before the transfer will be considered complete.

32. Time of Essence. Timing is very important in the performance of all matters under this Lease. All of the times, time periods, and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.

33. Subordination and Right to Encumber. The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Property and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue this Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over the ownership of the Community, you agree that you will then be Tenant of that lender and will accept and recognize the lender as the Landlord under this Lease. In that case, every reference to Landlord in this Lease will apply with equal force to the lender.

- 34. Sale by Landlord.** Any sale of the Community will not affect this Lease or any of your obligations. Upon sale we will be released from all of our obligations under this Lease, and the new owner of the Community will be responsible for the performance of the duties of Landlord from and after the date of the sale.
- 35. Waiver.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have. Nor will any failure on our part to enforce any term of condition of this Lease be considered a waiver of any future breach of the same term or condition.
- 36. Holding Over.** If you still occupy the Apartment past the Ending Date of the Lease Term or the date on which you are notified to vacate the Apartment, then you will be required to pay holdover charge in the amount of \$150.00 per day. This is in addition to all other amounts that you owe. You will not be considered a tenant if in unlawful possession. We may then exercise any right or remedy available under this Lease or the law to recover possessions of the Apartment and to recover damages from you.
- 37. Notices.** All notices and demands by you to Landlord must be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by Landlord. All notices and demands by Landlord to you may be sent (i) by mail to you (ii) by personal delivery to you; or (iii) by posting the notices or demands on the front door of the Apartment. When a notice posted at on the front door of the Apartment applies to more than one resident of the Apartment, that notice shall be conclusively deemed to have been given to all residents when such a notice is given to any one of the residents.
- 38. Electronic Signatures; Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. A signed copy of this Lease delivered by facsimile, e-mail or other means of electronic transmission, including where applicable via the on-line Resident Portal, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 39. Confirmation of Background Check Authorization.**

I, THE UNDERSIGNED TENANT, AUTHORIZE AND INSTRUCT LANDLORD TO OBTAIN SUCH CREDIT REPORTS AND TENANT SCREENING REPORTS, INCLUDING CRIMINAL BACKGROUND CHECKS, AS LANDLORD DEEMS NECESSARY OR PRUDENT, AND AUTHORIZE AND INSTRUCT ANY AND ALL CREDIT REPORTING AGENCIES AND TENANT SCREENING SERVICES OR CRIMINAL RECORDS SERVICES OR REPOSITORIES TO PROVIDE SUCH REPORTS TO LANDLORD.

IN WITNESS WHEREOF, the undersigned have executed this lease and acknowledge receipt of a complete copy of the same.

Tenant: _____
Print Name

Landlord: Nittany Place

By: _____
Signature

By: _____
Signature

Date: _____

Date: _____

SAMPLE