



LEASE AGREEMENT

This LEASE, made this _____, day of _____, 20 _____

BETWEEN RORY N. FROGGATT AND KASEY C. FROGGATT, the owners, landlords, or agents AND

PRINTED NAME:

SIGNATURE:

1. _____
2. _____
3. _____
4. _____

Hereinafter, whether one or more, referred to as Resident or Tenant, jointly and severally:
WITNESSETH: That landlord hereby leases to tenant and the latter lets from the former dwelling designated as:

*The section below is to be filled in by landlord.

- ☐ General Grant, 740 Grant Street, Apt. # _____ Indiana, PA 15701
- ☐ General Grant, 750 Grant Street, Apt. # _____ Indiana, PA 15701
- ☐ Wedgefield, 498 South 13th Street, Apt. # _____ Indiana, PA 15701
- ☐ The Red House, 490 South 13th Street, Indiana, PA 15701
- ☐ The Red House, 490 1/2 South 13th Street, Indiana, PA 15701
- ☐ The White House, 480 South 13th Street, Indiana, PA 15701
- ☐ The White House, 480 1/2 South 13th Street, Indiana, PA 15701

FALL/SPRING

Hereinafter referred to as the premises, for the term of TWO SEMESTERS, FALL 20 _____ AND SPRING 20 _____ AT THE RATE OF \$ _____ PER PERSON, PER SEMESTER FOR A TOTAL OF \$ _____ PER DWELLING.

The term of the lease for Fall/Spring shall begin the Friday before IUP classes begin and end ON OR BEFORE IUP GRADUATION DAY.

SUMMER

Hereinafter referred to as the premises, for the term of ONE SEMESTERS, SUMMER 20 _____ AT THE RATE OF \$ _____ PER PERSON, FOR A TOTAL OF \$ _____ PER DWELLING.

The term of the lease for Summer shall begin the Sunday before IUP classes begin and end the LAST DAY OF SUMMER CLASSES.



This letting is upon the following conditions, covenants and agreements:

1. Residents agree to pay landlord by due dates set forth. Please note, that the rent is assessed per dwelling, not per person. Regardless of circumstances, FULL RENT for the dwelling, for any/all semesters, must be paid by due dates. A late charge will be assessed for rent unpaid beyond the due dates. SEE SCHEDULE FOR FULL DETAILS.

2. This is a legal and binding document. Do not take it lightly, as all aspects will be enforced.

3. Each Resident must pay a Security Deposit of \$ _____. The security deposit has several purposes. First, it secures this dwelling for the above mentioned. **If any or all break the lease agreement or points on the schedule, all of the security deposits will be fully earned by the landlord.** Secondly, this deposit shall be held by landlord as security for the payment of all the rent and other amounts due from Residents to the Owner/Landlord, for the Residents' performance of this lease, and against any damages caused to the dwelling or any other part of the Owner/Landlord's property by Resident, his/her family, and/or guests, and to assure the landlord that the dwelling will be clean and in good repair when vacated. Within thirty (30) days following termination of this Lease, Landlord shall return the security deposit, less any deductions from it on accounts owed by Resident to Landlord for cleaning and/or repairs or for any other debts owed to the Landlord, to Resident by check and will be mailed to an address WHICH MUST BE FURNISHED BY RESIDENT IN WRITING.

4. Resident agrees to use the residence only as the personal residence of resident and not to assign this lease or sublet the residence without written consent of the Landlord. Resident agrees to not alter or make additions to the dwelling, its paintings or its fixtures and appliances without Landlord's written consent. Resident agrees not to do or permit any act or practice injurious to the building, which may be unreasonably disturbing to other residents or neighbors, which may affect the insurance on the building, or which in contrary to any law. The rules and regulations on the attached schedule are incorporated herein.

5. Tenant/Landlord Responsibilities	Electricity for premises	Electricity for heating premises	Cable TV/ Internet Service	Water Consumption	Sewer Charge	Garbage Removal
General Grant	TENANT	TENANT	TENANT	LANDLORD	LANDLORD	LANDLORD
Wedgefield	LANDLORD	LANDLORD	TENANT	LANDLORD	LANDLORD	LANDLORD
The Red House	LANDLORD	LANDLORD	TENANT	LANDLORD	LANDLORD	LANDLORD
The White House	LANDLORD	LANDLORD	TENANT	LANDLORD	LANDLORD	LANDLORD

There is a cap on the electric costs of \$900. This means that any amount of the total electric bills for the fall and spring semesters that exceed \$900 will be paid by the tenants of each individual apartment. At the end of the term of the lease electric overages may be deducted from the security deposits of the tenants if landlord is unable to collect from the tenants at the time of overage.

FOR YOUR CONVENIENCE:

PENELEC: 1-800-545-7741 COMCAST CABLE: 1-800-934-6489

Resident agrees that Landlord shall have the right to temporarily stop the service of electricity or water in the event of an accident affecting the same or to facilitate repairs or alterations made in the premises or elsewhere in landlord's property.



6. Resident agrees to use due care in the use of the dwelling, the appliances therein, and all other parts of the landlord's property, to give notice to the Landlord of the need for repair thereof, and to pay for all repairs to the dwelling, its contents, and to all other parts of the Landlord's property which are necessitated by any act of lack of care on the part of the Resident, members of his/her family or his/her visitors. Owner or Agent will make necessary repairs within a reasonable time. When the repair costs are the responsibility of the Resident, payment in full will be expected upon completion of repair.
7. Owners or Agent, or any person authorized by him/her, shall have the right to enter the dwelling at reasonable times to inspect, make repairs or alterations as needed, to enforce this lease, in case of emergency, or to show the dwelling to prospective tenants.
8. Resident agrees that he/she will comply, and procure compliance of members of his/her family and his/her guests, with the occupancy regulations, which are printed in this lease and in attached SCHEDULE.
9. WAIVER OF NOTICE TO QUIT, ETC: Tenant hereby waives the usual notice to quit and agrees to surrender said premises at the expiration of said term, or 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.

SCHEDULE RULES & REGULATIONS:

1. **THESE ARE NON SMOKING APARTMENTS! TENANTS AND GUESTS ARE NOT PERMITTED TO SMOKE IN THE APARTMENTS AT ANY TIME.** Please use a can for cigarette butts instead of throwing them on the ground. If a can is not used all cigarette butts must be picked up on the ground outside your apartment.
2. Underage drinking is not permitted.
3. No pets or animals of any kind will be harbored (not even temporarily) on the leased property. All tenants must initial in the space provided below.
Initial 1. _____ Initial 2. _____ Initial 3. _____ Initial 4. _____
4. There will be no large parties in the leased dwelling or on the Landlord's property.
5. Tenants are not permitted on the roof for any reason.
6. No weights or weightlifting apparatus permitted.
7. No waterbeds.
8. Grease, coffee grounds, food scraps, etc., will not be put down the drains. Facial tissue, sanitary napkins, tampons, etc., will not be flushed down the toilet. Any plumbing service required to correct sewer blockage that is a result of the neglect to follow the regulations above will be paid for by tenant.
9. Tenant is responsible for replacing any light bulb (except fluorescent) when necessary, NO HIGHER THAN 60 WATT IN ANY AND ALL LIGHT FIXTURES.
10. All smoke alarms are in working order. Tenant is responsible for periodically checking to see that the battery is working. To test battery, press and hold the test button until it beeps. If the battery dies, it is the responsibility of the tenant to replace it. WORKING BATTERY MUST BE KEPT IN ALL ALARMS AT ALL TIMES. Contact Landlord immediately if fire alarm beeps with a new battery. This is an indication that the alarm will need to be replaced.
11. The landlord is not responsible for the loss of personal property caused by fire, theft, etc. Check your parents' homeowner policy for this coverage. If their policy does not cover you, it is advised that you purchase a Tenant's policy.



12. Any responsibility for damage to the Landlord's property, which is not claimed by a specific individual, will be assessed equally to all tenants.

13. When the lease is terminated, any personal property left in or on the premise shall be conclusively deemed abandoned.

14. At the termination of the lease, each tenant must surrender his/her mail key to the Landlord. Failure to do so shall result in a \$25.00 charge, which will be withheld from the security deposit.

15. AT THE TERMINATION OF THE LEASE, THE TENANT MUST THOROUGHLY CLEAN THE DWELLING; REFRIGERATORS MUST BE UNPLUGGED AND THOROUGHLY CLEANED. REFRIGERATOR DOORS MUST BE PROPPED OPEN TO PREVENT THE GROWTH OF BACTERIA AND MILDEW. IN THE EVENT THAT ANY OF THIS CLEANING IS NOT DONE OR DONE PROPERLY; SOMEONE WILL BE HIRED TO DO THIS WORK. THE CLEANING CHARGE WILL BE \$20 PER HOUR, AND THE COSTS WILL BE DEDUCTED FROM THE SECURITY DEPOSITS.

16. The dwelling must be kept clean at all times. To help extend the life of the carpets, as well as for reasons of hygiene, they should be vacuumed regularly. If this becomes necessary to have the carpet cleaned, the financial responsibility will be that of the tenant.

17. Tenant charges for wall damage; Any wall damage from excessive nail holes or from usage of Command Performance Strips or any other adhesives will be deducted from tenants security deposit.

18. Blinds have been provided for each window. They must be kept on the window and not damaged.

19. When leaving the dwelling for vacations, you can conserve electricity by turning off the circuit breaker for your hot water tank. Remember to turn it on again about an hour before you need hot water.

20. It is very important that you DO NOT TURN DOWN THE HEAT BELOW 60 DEGREES when leaving for a winter weekend or vacation. Frozen pipes can be a major expense. If a tenant's negligence causes pipes to break, it will be the financial responsibility of the tenant.

21. Each dwelling will have a four-digit pin. This pin must not be given to another person at any time. Any person going into an apartment other than the tenant will result in having the pin changed, and the expense will be charged to the tenant.

22. INFORMATION REGARDING RENTS:

- The **FALL SEMESTER RENT** is due postmarked **ON OR BEFORE JULY 15, 20** _____.
*A late fee of \$25 must be included in your rent check after July 15, 20_____.
- The **SPRING SEMESTER RENT** is due postmarked **ON OR BEFORE NOVEMBER 15, 20** _____.
*A late fee of \$25 must be included in your rent check after November 15, 20_____.
- The **SUMMER SEMESTER RENT** is due postmarked **ON OR BEFORE MOVE IN DAY**.

Checks should be made payable to:

Rory and Kasey Froggatt

Checks should be mailed to:

**997 Stonebraker Rd.
Indiana, PA 15701**

23. Please keep the premises in good and sanitary condition. Nothing shall be placed outside, upon any windowsill, thrown, or dropped from any window. Take garbage out regularly. Garbage must go straight to the dumpster. Please treat your apartment with respect.



SECURITY DEPOSIT AGREEMENT

(To be attached to apartment rental agreement)

Amount of security deposit received: _____ Date: _____

This SECURITY DEPOSIT AGREEMENT shall govern refunds of all deposit(s), including deposits for any and all purposes, and shall apply to renewals and/or extensions of the APARTMENT RENTAL AGREEMENT. The deposit(s) will be refunded only after each and all of the following conditions have been met and after the appropriate deductions, if any, have been made.

CONDITIONS FOR REFUND

1. **FULL TERM.** The full term of the rental agreement (or any renewal extension periods) must have expired or been terminated without default by resident.
2. If tenant breaks the lease, the security deposit will not be refundable under any circumstances.
3. **NO HOLDING OVER.** Resident must not stay beyond the date resident is supposed to move out, i.e. beyond the ending date of the lease term, renewal period, or extension period.
4. **CLEANING REQUIREMENTS:** The apartment, including furniture and kitchen appliances, must be cleaned thoroughly. **MOVE-OUT CLEANING INSTRUCTIONS** will be distributed one - two weeks prior to move out.
5. **RENT PAID.** At the time of move out, all rents must be paid in full through the end of the lease term, renewal period, or extension period. Resident may not apply security deposit(s) to rent.
6. **FORWARDING ADDRESS.** A written copy of resident's forwarding address must be left with landlord.

DEDUCTIONS FOR TOTAL SECURITY DEPOSIT(S)

7. **FAILURE TO CLEAN.** If resident fails to clean in accordance with the above paragraph, reasonable charges to complete such cleaning shall be deducted, including charges for cleaning carpets, furniture, walls, etc. soiled beyond reasonable wear.

OTHER DEDUCTIONS: After inspection by landlord, appropriate charges will be deducted for any unpaid sums due under the rental agreement, including damages or repairs to the apartment or its contents (beyond reasonable wear); insufficient light bulbs, stickers, scratches, burns, stains, or holes, etc. Deduction for late payments and returned checks will be as set out in the rental agreement. If security deposit is paid in cash it will be returned to the tenant, otherwise it will be returned to the individual who signed the check or money order for the security deposit.

8. Pets are not allowed even temporarily and will be cause for termination by landlord of resident's right of occupancy and/or suit for damages. Also, if a pet has been kept on the premises at any time by anyone, a deduction may be made for carpets to be professionally shampooed and treated for fleas and/or pests in order to protect future residents from possible health hazards.

PROCEDURES

RETURN OF DEPOSIT(S). After all of the above conditions have been complied with by resident and lawful deductions have been made, the balance of the security deposit(s) will be mailed to the resident's forwarding address or addresses, along with an itemized account of any deductions approximately 30 days after move out.



IUP Winter Break is not covered in this Lease.

Students who do not leave the building for Winter Break will be charged as follows and are required to pay on or before the day IUP Winter Break begins: Wedgefield Apartments, White House, Blue House

One person \$300
Two people \$250 each
Three people \$200 each

General Grant Apartments
One Person \$150
Two People \$100 each

My signature signifies that I have read this lease in its entirety and agree to all terms.

Electronic and written signatures are considered legally binding.

PRINTED NAME:

SIGNATURE:

1. _____
2. _____
3. _____
4. _____

LANDLORD'S PRINTED NAME:

LANDLORD'S SIGNATURE:

1. _____
