

Please Remit:

A copy of this lease with down payment by: \_\_\_\_\_

## **LEASE AGREEMENT**

**THIS IS A RESIDENTIAL LEASE. TENANT SHOULD READ THIS LEASE CAREFULLY. TENANT SHOULD NOT SIGN THIS LEASE UNTIL TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.**

### **I. PARTIES**

The parties to this agreement are Rick Knovich (hereinafter "Owner") and

Remit Lease Agreement to: Rick Knovich \_\_\_\_\_

215 E. Sunbury St. \_\_\_\_\_ AND \_\_\_\_\_

Shamokin, PA 17872 \_\_\_\_\_

(hereinafter collectively to as "Tenant"). All individuals over the age of 18 who will reside in the leased premises are listed above and agree to sign and be bound by the terms of this Lease Agreement.

### **II. LEASED PREMISES**

The leased premises subject to this Lease Agreement

is: KNO RENTALS  
1230 Southern Drive  
Elysburg, PA 17824

### **III. TERM**

The term of this Lease Agreement shall begin on \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_.M. and end on \_\_\_\_\_ at \_\_\_\_\_ . M.

### **IV. RENT**

- a. *Rental Fee.* The rental fee for the leased premises shall be \$\_\_\_\_\_ for the entire term set forth above.
- b. *Due Date.* **TENANT SHALL PAY ONE-HALF (1/2) OF THE RENTAL FEE WITHIN SEVEN (7) DAYS OF RESERVING THE LEASED PREMISES. THE REMAINDER OF THE RENTAL FEE MUST BE PAID SIXTY (60) DAYS PRIOR TO TAKING POSSESSION OF THE LEASED PREMISES. FAILURE TO PAY THE RENTAL FEE AS SET FORTH IN THIS PARAGRAPH SHALL RESULT IN A FORFEITURE OF TENANT'S RIGHT TO OCCUPY THE LEASED PREMISES.**
- c. *Cancellation.* Tenant shall provide Owner with sixty (60) days notice of canceling reservation of the leased premises. Failure to provide sixty (60) days notice of

cancellation shall result in Tenant forfeiting to Owner any and all sums paid to Owner by Tenant.

- d. *Holdover by Tenant.* Tenant acknowledges that Owner will be irreparably damaged in the event that Tenant should fail to vacate the leased premises as agreed. Should Tenant fail to vacate the leased premises on the time and date set forth in paragraph III, above, Tenant agrees to pay to Owner liquidated damages in the amount of \$250.00 per day, or any portion thereof, which Tenant continues to reside in the Leased Premises.

## **V. SECURITY DEPOSIT**

Tenant agrees to pay Landlord \$\_\_\_\_\_ as a security deposit.

## **VI. USE OF PROPERTY**

Tenant agrees that the leased premises shall only be used for residential purposes. Tenant further agrees to abide by all laws, ordinances, regulations, codes, and rules of Elysburg, Columbia and Northumberland County, and/or the Commonwealth of Pennsylvania. Tenant is strictly prohibited from having parties in or on the leased premises without the prior written consent of Owner. Tenants are prohibited from having beer kegs in or on the leased premises without the prior written consent of the Owner. Violation of this section is cause for immediate eviction from the Leases Premises.

Tenant agrees not to do anything in or around the Leased Premises which could harm anyone or damage any property.

Tenant agrees that only eight (8) people shall be allowed to occupy the leased premises without the prior written consent of Owner. Furthermore, Tenant agrees that no more than two (2) families shall be allowed to occupy the leased premises without the prior written consent of Owner.

**TENANT AGREES THAT NO ONE SHALL BE PERMITTED TO SMOKE IN THE LEASED PREMISES.**

## **VII. FAILURE TO GIVE POSSESSION**

Owner shall not be liable if he cannot give Tenants possession on the beginning date of the Term.

## **VIII. PETS**

Tenant shall keep no pets or animals of any kind on or in the leased premises without the prior written consent of Owner. **NO CATS ARE ALLOWED UNDER ANY CIRCUMSTANCES. DOGS MUST BE CRATED AT ALL TIMES.**

## **IX. UTILITIES**

Owner will arrange and pay for all utilities and services including, but not limited to, gas, water, heat, sewer, electric, oil, telephone, and cable television. Damage to the equipment or appliances supplied by Owner caused by Tenant's acts or neglect, may be repaired by Owner at Tenant's expense.

## **X. INSPECTIONS**

Tenant agrees that Owner and people working for Owner may go into the Leased Premises at reasonable times. Owner and people working for Owner may inspect, make repairs, do maintenance, and show the Leased Premises to others.

## **XI. REPLACEMENT TENANTS/EARLY TERMINATION**

Tenant shall not be relieved of the duty to pay rental fees for failure to take possession or failure to occupy the leased premises or early removal from the leased premises. Owner may, at his discretion, accept a replacement tenant for any Tenant that fails to occupy or take possession of the leased premises or who vacates the leased premises prior to the expiration of the lease term provided that the replacement tenant executes a Lease Agreement provided by the Owner. Nothing in this section shall require the Owner to accept a replacement tenant, mitigate his damages, or otherwise release a tenant from any of the duties or obligations set forth in this Agreement including, but not limited to, a tenant's obligation to pay rent.

## **XII. INSURANCE**

Owner agrees to have insurance on the building where the leased premises is located. **Tenant's property is not insured by Owner's insurance.** Tenant is responsible for his own property that is located at the Leased Premises.

## **XIII. OWNER'D RIGHT TO PUT A MORTGAGE ON THE LEASED PREMISES**

Tenant agrees that Owner has the right to put a mortgage on the Leased Premises. If Owner has a mortgage on the Leased Premises now, or if the Owner gets a mortgage later, Tenant agrees that this Lease Agreement is lower in right to the mortgage that Owner has put on the Leased Premises.

## **XIV. CARE OF LEASED PREMISES**

Tenant is responsible for, and will take good care of, the Leased Premises and all of the property in and around the Leased Premises. Tenant agrees to pay for any damage which is fault of Tenants, Tenant's family, and/or Tenant's guests. Tenant agrees to move out and give back the Leased Premises when the Lease Agreement ends.

Owner will repair plumbing, heating, and electrical systems unless caused by Tenant's acts or neglects. In that case Tenant must, at Tenant's cost, make all repairs and replacements, if Tenant fails to make a needed repair or replacement, Owner may do it and Tenant shall pay to Owner the cost of said repairs.

## **XV. DAMAGE TO LEASED PREMISES**

Tenant agrees to notify Owner immediately if the Leased Premises is damaged by fire or other cause. Tenant agrees to notify Owner if there is any condition that could damage the Leased Premises or harm Tenant or others. Tenant agrees that if the Leased Premises is damaged or destroyed and Tenant ends the Lease Agreement, Owner has no further responsibility to Tenant.

## **XVI. FIRE PROTECTION**

Space heaters are prohibited on the Leased Premises. Tenant is not allowed to tamper with smoke detectors. Tenant must report inoperable smoke detectors to Owner immediately.

## **XVII. LIMIT OF RECOVERY AGAINST OWNER**

Tenant is limited to Owner's interest in the Leased Premises for payment of a judgment or other court remedy against Owner.

## **XVIII. VIOLATION OF LEASE AGREEMENT BY TENANTS**

**WHEN THE TENANT DOES NOT DO SOMETHING THAT TENANT HAS AGREED TO DO, TENANT BREAKS THIS LEASE.**

**IF TENANT BREAKS THIS LEASE, OWNER ALSO CAN SUE TENANT FOR OTHER EXPENSES AND MAY GO TO COURT TO REMOVE TENANT FROM THE LEASED PREMISES.**

**TENANT BREAKS THIS LEASE IF TENANT:**

- a. DOES NOT PAY RENT OR OTHER CHARGES TO OWNER ON TIME**
- b. LEAVES THE LEASE PREMISES FOR GOOD WITHOUT THE OWNER'S PERMISSION BEFORE THE END OF THE LEASE.**
- c. DOES NOT LEAVE THE LEASED PREMISES AT THE END OF THE LEASE.**
- d. DOES NOT DO ALL OF THE THINGS THAT TENANT AGREED TO DO IN THIS LEASE.**

**IF TENANT BREAKS THE LEASE, TENANT AGREES TO GIVE UP THE RIGHT TO HAVE A NOTICE TO LEAVE, ALSO KNOWN AS A NOTICE TO QUIT. THIS MEANS THAT THE OWNER MAY FILE A LAWSUIT IN COURT ASKING FOR A COURT ORDER EVICTING TENANT FROM THE LEASED PREMISES WITHOUT GIVING TENANT A NOTICE TO QUIT FIRST. OWNER DOES NOT HAVE THE RIGHT TO THROW TENANT OUT OF THE LEASED PREMISES. OWNER MAY ONLY EVICT TENANT BY COURT ACTION.**

**THE OWNER DOES NOT HAVE THE RIGHT TO SUE IN COURT FOR EVICTION UNLESS TENANT HAS BROKEN THE AGREEMENTS IN THIS LEASE. EVEN THOUGH TENANT IS GIVING UP NOTICE TO QUIT, TENANT WILL HAVE A CHANCE IN COURT TO HAVE A JUDGE DECIDE ON OWNER'S CLAIM FOR EVICTION.**

**IF TENANT BREAKS THE LEASE AGREEMENT, THE OWNER MAY SUE EACH TENANT IN COURT:**

- a. TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY TENANT'S BREAKING THE AGREEMENTS IN THIS LEASE;**
- b. TO GET THE LEASED PREMISES BACK (EVICTION);**
- c. TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER PERSON MOVES INTO THE LEASED PREMISES AS A NEW TENANT.**

**IF THE OWNER WINS A LAWSUIT AGAINST TENANT, OWNER CAN USE THE COURT PROCESS TO TAKE TENANT'S PERSONAL GOODS, FURNITURE, MOTOR VEHICLES, AND MONEY IN BANKS.**

#### **XIX. ATTORNEY'S FEES AND COSTS**

Tenant will pay to Owner all reasonable costs and expenses Owner incurs to enforce this Lease Agreement and/or to collect any sums due under this Lease Agreement. This includes attorney's fees and court costs.

#### **XX. LEASED PREMISES "AS IS"**

Tenant has inspected the Leased Premises. Tenant agrees that the Leased Premises is in good order and repair and takes the Leased Premises as is. **Tenant will leave the premises in the same condition as it was received.**

#### **XXI. PARAGRAPH HEADINGS**

The paragraph headings are for convenience only. They should not be used to interpret the Lease Agreement.

**BY SIGNING THIS LEASE AGREEMENT, TENANT AGREES THAT HE/SHE WILL BE LEGALLY BOUND HEREBY. TENANT FURTHER STATES HE/SHE HAS READ THE LEASE AGREEMENT AND HAS CONSULTED AN ATTORNEY REGARDING ANY QUESTIONS HE/SHE MAY HAVE CONCERNING THE TERMS OF THIS LEASE AGREEMENT.**

**EXCESSIVE GARBAGE: ANY ADDITIONAL GARBAGE BEYOND THE TWO (2) 40 GALLON DRUMS WILL BE SURCHARGED AT A RATE OF \$20.00 PER BAG.**

**OWNER:** \_\_\_\_\_

**TENANT:** \_\_\_\_\_

\_\_\_\_\_  
**(Address)**

**LIST ALL OCCUPANTS:**

**TENANT:** \_\_\_\_\_

\_\_\_\_\_  
**(Address)**

**TENANT:** \_\_\_\_\_

\_\_\_\_\_  
**(Address)**

**TENANT:** \_\_\_\_\_

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