



Gerald Kimble
Kimble Realty
217 Maynard Street
Williamsport, PA 17701
Office 570-327-1600

FIXED- TERM STUDENT LEASE

SECTION 1 IDENTIFICATION OF LANDLORD AND TENANT

- This Agreement is entered into on _____ between _____ (“Tenant”), _____ (parent or guardian) and ***KIMBLE REALTY*** (“Landlord”). The tenant, parent or guardian is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

SECTION 2 IDENTIFICATION OF PREMISES

- Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at: _____ Williamsport PA 17701

SECTION 3 TERM OF TENANCY

- This lease is a 2-semester lease, one school year, unless otherwise stated by Landlord.
- **Term begins 3 days before Fall semester begins on**
- **Term ends 3 days after Spring semester ends**
- If Tenant vacates before the term ends, Tenant or Tenant’s parent/guardian will still be liable for the balance of rent for the remainder of the term.
- If Tenant does not leave leased property at the end of the lease agreement, Tenant agrees to pay a holdover fee of **\$100 per day for rent.**

SECTION 4 BREAKS

- This lease is for the 1st and 2nd semester, it **does not** include the time period between semesters.
- If Tenant desires to reside at leased property for the summer break, he or she must notify Landlord and a separate lease will be prepared.
- Tenants **may not** stay on leased property for Christmas break, no exceptions.
- **At the end of the fall semester Tenant agrees to vacate leased property no later than Sunday, 2 days after fall semester ends on Friday**
- **Tenant may return to the leased premises beginning Saturday, 2 days before classes begin on Monday**

SECTION 5 SECURITY DEPOSIT

- On signing this agreement, Tenant will pay a security deposit to the Landlord in the sum of **\$400.**
- If the security deposit is not paid at the time of lease signing, the tenant agrees to pay the security deposit to Landlord before Landlord gives possession of the leased premises to tenant.
- If Tenant fails to full fill the term of this lease, tenant automatically forfeits full security deposit.
- Landlord may take the security deposit to pay for any unpaid rent or damages to leased premises.

- Tenant acknowledges that the leased premises are located in a building with a common area. During the term of this lease agreement, if damages shall occur within the common areas through no fault or neglect of landlord, the landlord shall have the right to apply an amount of the security deposit for damages that occur outside the leased premises but within the common areas of the property where the leased premises is located.
- After taking out for damages and unpaid rent, the landlord agrees to send the remaining security deposit amount to the tenant no later than 30 days after the lease end and tenant leaves.
- Tenants agree to have all carpets shampooed by a professional, and leave proof of payment or landlord can charge tenant for shampooing of carpets per tenant depending on the number of carpeted rooms or stairs. The walls are to be wiped down, windows, tubs, toilets, stoves, ovens, etc. are to be cleaned and the floors are to be swept and mopped.
- Anything you bring you must take with you or you will be charged for disposal.
- Any disputes with these charges must be received in writing within 30 days of receipt of the security deposit.
- At the end of the lease term, all keys must be handed in or you forfeit your security deposit.
- The tenant agrees to give the Owner/Landlord a written forwarding address when tenants lease ends.

SECTION 6 NON-FINANCIAL AID PAYMENT OF RENT

- The tenant agrees to pay Owner/Landlord _____ per semester. Which will equal to a total sum of _____ for the leased term.
- The fall semester rent is due on or before **August 1st**
- The spring semester rent is due on or before **January 1st**
- **NO EXCEPTIONS TO THESE DATES**
- **No keys will be given until total semesters rent is paid in full or financial aid extension is granted.**
- Landlord will accept payment of rent in the form of:
 - ✓ Cash
 - ✓ Personal Check
 - ✓ Cashier's Check
 - ✓ Money Order
 - ✓ Credit Card with 3% Charge
- Checks should be made **payable to Gerald Kimble** and delivered or mailed to our office located at 217 Maynard Street, Williamsport, PA 17701
- Checks will not be accepted if not made payable to correct payee- if you are not sure please ask!
- In the event check tendered by tenant is returned by the tenant's bank for reason the tenant agrees to pay late charges, plus additional cost to owner/landlord in handling such returned check and this is in addition to any civil or criminal liability arising from the tendered of such check

SECTION 7 FINANCIAL AID PAYMENT OF RENT

- If tenant is unable to pay out of pocket, financial aid payment is acceptable.
- Proof funds from a lender or from PCT SIS **must be provided** to the Landlord for a financial aid extension to be approved.

- The financial aid summary for is generally available for students to view after the first week of July (fall semester) and in mid-November (spring semester).
- Landlord must be contacted and provided with this information prior to tenant's move in.
- The distribution of funds occurs on the first week of classes.
- Tenant must pay the semester rent in full when the aide money is dispersed either by check or scheduled payment.
- If tenant needs assistance with this, he or she may contact the office at any time.
- Payment of the rent by financial aid must then be received on or before:
 - Fall Semester – September (date TBA) Spring Semester – February (date TBA)**
- Given dates are the last day to pay before late fees will be applied to any open balances for the semester

SECTION 8 LATE CHARGES

- Landlord has the right to charge tenant late fees on any open balances if not paid in full by stated due dates
- Tenant will pay Landlord a late charge of **\$50 plus \$10 for each additional day that an outstanding balance remains unpaid.**

SECTION 9 RETURNED CHECK AND OTHER BANK CHARGES

- If any check offered by Tenant to Landlord for payment of rent or any other balance due under this agreement, is returned for a lack of sufficient funds, stop payment, or any other reason Tenant will pay Landlord a **returned check charge of \$35**

SECTION 10 UTILITIES AND CAPPING

- Landlord agrees to pay the following utilities:
 - ✓ Trash Removal
 - ✓ Lawn and Snow Removal
 - ✓ Gas
 - ✓ Electric**
 - ✓ Water/Sewage**
- Landlord will not pay for any excess usage of utilities.
- Tenant must notify landlord ***IMMEDIATELY*** of any running or leaking toilet, sink, faucets, shower, or washing machine.
- Landlord will charge tenant for any unnecessary usage due to negligence by over use or neglecting to notify Landlord of leaking/running water line.
- Tenant agrees to pay the difference within 30 days of receipt and will be held liable until the difference is paid in full.
 - **Electric will be capped at **\$200** per month.
 - **Water and Sewer will be capped at **\$300** per quarter.

SECTION 11 ALTERNATIVE HEATING/COOLING

- Tenant is NOT permitted to have any alternative heating source such as a kerosene or space heaters.
 - If caught with an alternative heating source tenant will be fined.
 - Tenant is liable for any damages that occur on the premises due to the heating unit.

- **Tenant will be permitted to bring their own air conditioning unit. The leased property does not have central air and Landlord does not provide a cooling unit.**
 - **Additional charge of \$50 per month for usage of an alternative cooling unit.**
 - Tenant must notify landlord they will using an air conditioning unit in any part of the leased premises.
 - The first month's fee must be paid in full before air conditioner can be installed.
 - Any air conditioning unit must be removed from window before the heat is turned on.
 - Anytime the air conditioner is in the window the tenant will be charged the monthly fee.

SECTION 12 APPLIANCES/FURNISHINGS

- Landlord does not provide any further furnishings or appliances other than what is stated below:
 - 1) Stove
 - 2) Refrigerator
 - 3) Coin Operated Washer and Dryer
 - 4) _____
 - 5) _____
 - 6) _____
- Tenant agrees to pay any and all expenses for required repairs to the listed appliances that were broken or damaged due to tenant negligence's, which must be reported to Landlord immediately.
- **Tenant is permitted to bring a mini fridge with the additional charge of \$50 per semester per fridge,** and Landlord should be notified if Tenant will be using a mini fridge.

SECTION 13 RELOCATION

- Landlord reserves right to relocate tenant to different Landlord owned location if, the leased property is not 100% occupied.
- Tenants lease rate will not exceed original contracted amount.
- Tenant will receive a discount if the new location rate is less than original contracted amount.
- Landlord will in good faith attempt to put tenant in a comparable property.
- Landlord will be responsible to move tenant's belongings.
- Tenant acknowledges and will cooperate with this right of landlord.

SECTION 14 OCCUPANTS/USAGE OF LEASED PREMISES

- The leased unit (bedroom) may not be occupied by more than 1 person, stated in section 1 of this lease, unless prior written consent of the Landlord is obtained
- The leased premises are to be used only as a private residence for Tenant listed in section 1 of this agreement.
- Tenant agrees to obey all federal, state, and local laws and regulations when using the leased premises.
- Tenant agrees to not participate in activities in or around the leased premises, which could harm any person or damage property.
- Failure to comply will be just cause for immediate removal of tenant from apartment and forfeit of security and rent.

SECTION 15 ROOMMATES

- If the property being leased is not one unit and has multiple units (bedrooms) Tenant will have a(n) roommate(s)

SECTION 16 SUBLETTING

- Tenant will not sublet any part of the premises or assign this lease agreement without the prior written consent of Landlord.
- In the event that Tenant does not wish to reside on the leased premises any further he or she must find a replacement to fulfill the lease term.
- If Tenant finds replacement her or she must meet with his or her roommates and contact Landlord for approval.
- There will be a processing charge of \$100 per roommate change, but no roommate change shall be allowed without prior written approval from landlord, no deposit transfer shall be effective without written approval from Landlord.
- Once tenant has been approved, a new lease agreement must be signed, security deposit paid in full, and current Tenant must pay change of roommate fee before current Tenant is no longer responsible to fulfill lease term and amount.
- Tenant agrees to forfeit their security deposit and any previous paid rent in the event of this occurrence.

SECTION 17 PETS

- No animal, reptile, bird or other pet will be kept on the premises without prior written consent from Landlord.
- An illegal pet is a direct violation of this lease, and is grounds for fees or an eviction

SECTION 18 INSURANCE

- Landlord agrees to have insurance on the building where lease premises are located.
- Landlord, management and or their agents have no responsibility, nor any liability towards loss of tenant's belongings due to fire, water, theft, or for any other reason.
- Tenant is urged to carry his or her own rental insurance.

SECTION 19 TENANT'S MAINTENANCE RESPONSIBILITIES

- Tenants will be responsible for examining the premises, including but not limited to appliances, fixtures, carpets, blinds and paint. Doing so will ensure that they are in good, safe, and clean condition unless noted otherwise in the Landlord/Tenant Checklist.
- Tenant agrees to:
 - ✓ Keep the leased premises clean, sanitary and in good condition
 - ✓ Return the premises to Landlord in the condition identical to that which existed when Tenant took occupancy, with the exception of ordinary wear and tear
 - ✓ Immediately notify Landlord if Tenant becomes aware of any defects or dangerous conditions in and around the premises
 - ✓ Reimburse Landlord for the cost of any repairs to the premises damaged by Tenant or Tenant's guests through misuse or neglect
 - ✓ ***IMMEDIATELY*** notify landlord of any running or leaking toilet, sink, faucets, shower, or washing machine.

SECTION 20 DAMAGES TO LEASED PREMISES

- Tenant agrees to notify Landlord immediately if the leased premise is damaged by fire, water, or any other cause.

- Tenant agrees to notify landlord if there is any condition on leased premise that could be damaging to the property itself and or harm tenants and or their guests.
- If the leased property becomes damaged or destroyed and the tenant now cannot live in the whole leased premises and the repairs cannot be completed within 30 days, tenants may:
 - Live in the undamaged part of the property
 - End the lease and leave the premises
- If this occurs and Tenant ends the lease, Landlord has no further responsibility to Tenant.

SECTION 21 REPAIRS OR ALTERATIONS BY TENANT

- Tenant will not, without the prior written consent of Landlord:
 - ✓ Install shelving, pictures, wallpaper, paint walls, nails or in anyway alter the features of the property
 - ✓ Make any repairs due to Tenant's damage of premises
 - ✓ Install new locks/security alarm system
 - ✓ Alter or re-key locks/ security alarm system
- If Tenant does not comply he or she will be charged and must provide Landlord with a key or the keys capable of unlocking all re-keyed or new locks. As well as any instructions on how to disarm any altered or new security alarm system.

SECTION 22 LANDLORD'S RIGHT TO ACCESS

- Landlord or Landlord's agents may enter the premises **without** notice for any of the following reasons: Emergency; To make repairs/improvements; Show the premises to prospective tenants; Conduct inspections; Check for safety or maintenance concerns

SECTION 23 POSSESSION OF THE PREMISES

- If after signing this agreement tenant fails to take possession of the premises Tenant will still be responsible for paying rent and complying with all other terms of this agreement.
- If Landlord is unable to deliver possession of the premises to tenant for any reason not within Landlord's control due to partial or complete destruction of the premises, Tenant will have the right to terminate this agreement upon proper notice as required by law.
 - In such event, Landlord's liability to tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

SECTION 24 VIOLATING LAWS AND DISTURBANCES

- Tenant is entitled to quiet enjoyment of the premises.
- Tenant agrees to comply with Williamsport City Codes and Williamsport Police Department.
- Tenant and guests or invitees will not:
 - ✓ Violate any law or ordinance, including laws prohibiting the use, possession, and or sale of illegal drugs on the leased premises
 - ✓ Commit waste
 - ✓ Create a nuisance by annoying, disturbing, inconveniencing or interfering with the peace and quiet of any other tenant or nearby resident.
 - ✓ Tamper with smoke detectors
 - ✓ Possess illegal firearms
- Violating any of the above rules can result in your removal from the apartment and forfeiture of security deposit and Tenant will still be held liable for any balances still owed to Landlord.
- If city police are called to the premises more than 3 times, Landlord has the right to terminate lease with Tenant, and tenant will forfeit rent and security deposit.

- If Tenant or the guest of a Tenant's actions causes Williamsport city codes department, city of Williamsport, Williamsport police department or any other governing body to close down the Landlord's leased premise then Tenant will forfeit rent and security deposit.
 - Tenant will also be financially obligated to Landlord for the missed rental income from the leased premise during the mandated closure caused by tenant's actions.
 - Tenant will also be subject to any fines resulting from tenant's actions.

SECTION 25 PAYMENT OF COURT COSTS

- In any action or legal proceeding to enforce any part of this agreement Jerry Kimble of Kimble Realty shall recover reasonable attorney fees and court costs.
- Tenant agrees to pay all cost and expenses including reasonable attorney's fees for the collection and enforcement of this lease.
- Tenant agrees that all legal proceedings are to be held in Lycoming county Williamsport, Pa.

SECTION 26 AUTHORITY TO RECEIVE LEGAL PAPERS

- The Landlord or Landlord's agent is authorized to accept service of process and receive other notices and demands, which may be delivered to: 217 Maynard St Williamsport, PA 17701.

SECTION 27 VALIDITY OF EACH PART

- If any portion of this agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other section of this agreement.

SECTION 28 VIOLATION OF THIS LEASE

- When tenant does not do something that they have agreed to do it is a violation of the lease.
- If tenant violates this lease, tenant may lose security and rent paid.
- If tenant violates this lease Landlord can take legal action to evict tenant.
- Tenant agrees that landlord may charge per incident to Tenant and or all Tenants residing at leased preemies due to any lease violations and or breach of rules and regulations

SECTION 29 AGREEMENT

- This document constitutes the entire agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant.
- Any modifications to this agreement must be in writing and signed by Landlord and Tenant.
- The failure of tenant or their guests or invitees to comply with any term of this agreement is grounds for termination of the tenancy.
- If this agreement becomes terminated due to any lease violation, it will not relieve you of your obligation to pay the lease in full.
- As previously stated that in event of and legal proceedings dispute cases are to be filed in Lycoming County.

SECTION 30 ADDITIONAL RULES AND REGULATIONS

1. Tenant agrees that this unit is NON-SMOKING
 - Cigarette and or cigar butts are to be put in a safe container outside, they are not to be tossed on the property or you will be fined for littering.
2. Illegal weapons, fireworks, explosive materials and ammunition, unattended candles, and incense are prohibited anywhere on Landlords premises.
3. The use of charcoal or flammable gas grill is not permitted inside of the leased premises.

4. Parties in the apartment which cause disturbances and or damages are not permitted.
 - Parties that result in disturbances and or damages can lead to a lease termination and removal from the apartment. This does not release you of your obligation to full fill payment of the entire lease.
 - Parties or a disturbance which result in eviction of Tenant from the leased property does not relieve Tenant of his or her obligations to pay the balance of the term of the lease.
5. Each property has a designated trash container; therefore, each Tenant will deposit all trash from the leased premises into these containers.
 - All trash should be put into a properly sized garbage bag and tied.
 - Anyone found disposing of garbage improperly or littering will be fined.
 - You may not put furniture or any large items in garbage.
 - All big trash can be taken to the local dump located at:

Lycoming Transfer Station
1475 West 3RD St,
Williamsport, PA 17701
 - Any remaining furniture or garbage that is not disposed of correctly when Tenant moves out will be charged a disposal fee.
6. Tenants will not wash any vehicles or use any outside water hose located on leased premises.
7. No water furniture, no dart boards with metal tipped darts
8. No one is allowed on the roof or emergency stair exits
 - A \$100 fine will be issued if any Tenant or guest of a Tenant are found on the roof or emergency stairways of the leased property for any reason other than an emergency
9. No one is permitted in the basement or attic of the property unless that unit's designated laundry area is located here.
10. Tenant will not tamper with smoke detectors, thermostat guard or heat settings. Tampering with heat settings can cause a fine along with cost of damage to the unit.
11. Tenant is not in any way permitted to tamper with any smoke detectors, breaker boxes, thermostat guards or heat settings
 - If Tenant damages any of the above, he or she will be held liable for the expense to replace them
 - If there is an electrical or heating issue Tenant should contact Landlord or Landlord's agent immediately
12. Any tenant who leaves their windows and doors open when the heat is turned on will be charged for the heating bill during that time period.
13. Any guests should be park on the street or another designated parking area.
 - The designated parking area on the leased premises are for tenants only.
14. Tenant is responsible his or her guests including all of their actions, and if damages do occur by a guest tenant will be held liable.
15. Tenant is responsible for changing light bulbs in the leased property.
16. If a lockout occurs past office hours' please call Ekko- **DO NOT BREAK DOWN YOUR DOOR**
17. If Tenant's key is lost or broken Tenant agrees to pay \$25 fee

18. Tenant understands that, transferring, dropping out, roommate problems, getting expelled, or failing are not reasons to break your lease. Tenant will still be held liable for payment of rent.

SECTION 31 LEASE GUARANTY

- In consideration for the Landlord leasing the above stated property to the tenant, the undersigned guarantor(s) guarantee the performance of Tenant stated in section 1, for the lease described below:
 - **Landlord:** Gerald Kimble of Kimble Realty
 - **Guaranteed Payments:** If tenant fails to make any payment under the lease, the guarantor(s) will be responsible for making such payments to Landlord or Landlord's agent. Payments under the lease include but are not limited to rent, late fees, utility bills, repair costs, maintenance costs, pet charges, legal fees and other costs specified in lease agreements.
 - **Joint and Several Liabilities:** If there is more than one guarantor, then all guarantors are jointly and severally liable under this guaranty.
 - **Legal Expenses of Landlord:** The guarantor shall pay for all legal costs and lawyer fees incurred by Landlord in enforcing this guaranty.
 - **Validity:** If any portion of this guaranty is held to be invalid, it shall not affect the validity of any other section of this agreement.

SECTION 32 LEAD-BASED PAINT DISCLOSURE

- See attachment

SECTION 33 CONTACT INFORMATION

PLEASE PRINT CLEARLY!

➤ **TENANT**

Name: _____

Date of Birth: _____

Cell Phone Number: _____

Email Address: _____

Home Mailing Address:

Street _____

City: _____

State: _____

Zip: _____

County: _____

Vehicle Information:

Make: _____

Model: _____

Color: _____

Year: _____

Emergency Contact:

Name: _____

Address: _____

Cell Phone: _____

Work Phone: _____

Relationship: _____

PCT Information:

Email Address: _____

Major: _____

Projected Graduation Semester/ Year: _____

Have you previously rented from an off-campus Landlord? _____

If yes, who was the Landlord? _____

Why are you moving? _____

How did you hear about Student Housing from Kimble Realty? _____

Will you be paying out of pocket or with financial aid? _____

Will you be bringing an air conditioner? _____

Will you be bringing a mini fridge? _____

➤ **PARENT(S)/GUARDIAN**

Name: _____

Cell Phone Number: _____

Home Phone Number: _____

Email Address: _____

Address:

Street: _____

City: _____

State: _____

Zip: _____

County: _____

Employment:

Name: _____

Position: _____

Address: _____

Phone: _____

➤ **LANDLORD/AGENT**

Gerald Kimble
Kimble Realty
217 Maynard Street
Williamsport, PA
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Fax: 570-327-8618
jkimble16@gmail.com

Ekko Stimson
Office Manager
217 Maynard Street
Williamsport, PA
Cell: 570-916-9024
Office: 570-327-1600
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SECTION 34 SIGNATURES:

BY SIGNING THIS LEASE, I ACKNOWLEDGE I AM SIGNING FOR TWO SEMESTER LEASE. NO SECURITY DEPOSIT WILL BE RETURNED IF YOU DO NOT HONOR LEASE IN FULL. YOU ARE RESPONSIBLE FOR FALL & SPRING SEMESTER, TO BE PAID BY DUE DATES STATED IN LEASE.

Tenant Printed Name: _____ Date _____

Tenant Signature: _____ Date _____

Parent Name: _____ Date _____

Parent Signature: _____ Date _____

Landlord / Agent: _____ Date _____

KIMBLE REALTY

Landlord / Agent: _____ Date _____

KIMBLE REALTY

TENANT MUST PROVIDE COPY OF PHOTO I.D.

Applicant authorizes the landlord to contact references, past or present employers and another sources deemed necessary to investigate applicant. All information is true, accurate and complete to the best of applicant's knowledge. Landlord reserves the right to disqualify tenant if information is not as represented.