

STUDENT LEASE 2022-2023

SECTION 1: LANDLORD AND TENANT

- This Agreement is entered into on _____ between
Landlord _____,
Tenant _____, and
Parent / Guardian _____
 - The Tenant and Parent/Guardian are jointly and severally liable for the payment of rent and all other terms of this agreement.

SECTION 2: LEASED PREMISES

- Leased premises is located at _____ Williamsport, PA 17701
- Subject to the terms and conditions in this agreement, Landlord will rent to Tenant for residential purposes only.

SECTION 3: RENT & PAYMENT

- The Tenant agrees to pay Landlord rent in the amount of:
 - \$ _____ per semester / \$ _____ leased term
 - **Fall rent due by: 7/15/2022**
 - **Spring rent is due by: 12/15/2022**
- **No keys will be given until the current semester rent is paid in full unless otherwise discussed with the Landlord.**
- *An extension may be granted to Tenants waiting on financial aid funding to be dispersed, only if proof of funding is given to the Landlord. Please see below for more information.*
- Payments are accepted in the form of cash, personal check, bank check, e-check, money order, credit card, Paypal, Venmo, Apple pay, Quickbooks online payments, convenience fees may apply to any payments via credit card.
- All checks should be made payable to the owner _____ and be delivered or mailed to the rental office located at 217 Maynard Street, Williamsport, PA 17701.
 - **Checks will not be accepted if they are not made payable to the correct payee. If Tenant is unsure who to make a check to, contact the office prior to sending payment.**
- **FINANCIAL AID:**
- If Tenant is unable to pay rent out of pocket, financial aid payments are acceptable.
- Proof of funding must be provided to the Landlord for financial aid extension to be approved, this must be done prior to Tenant move.
 - Proof of funding should be in the form of a letter from a lender or PCT financial aid statement, this can be found on the Tenant's S.I.S page.
- No keys will be handed out unless Landlord has approved financial aid statement.

- *PCT financial aid summary statement is generally available online for students to view in mid July (fall semester) and in December (spring semester).*
- Financial aid refunds from the college are usually dispersed the first or second week of classes in each semester. Tenant must pay semester rent in full when the aid money is dispersed. If Tenant is in need of assistance with this, he or she may contact the rental office at any time.
- Unless otherwise discussed, Financial aid rent payments should be received no later than:
 - **Fall rent due by: 9/2/2022**
 - **Spring rent is due by: 1/27/2023**

SECTION 4: RENTAL TERM

- This is a one school year, 2-semester lease unless otherwise stated by Landlord
- **Fall semester begins : Monday 8/15/2022**
 - **Move in can begin Thursday 8/11/2022**
- **Spring Semester ends: Friday 5/5/2023**
 - **Move out to be completed by end of day Monday 5/8/2023**
- *If a graduating Tenant wishes to stay in leased premises after term has ended until commencement, Tenant must contact the Landlord for approval prior to semester end.*
- If a Tenant or guest of Tenant does not vacate property and is found to be staying in leased premises after the rental term has ended without Landlord approval, Tenant and or guest will be asked to vacate immediately, and may be subject to holdover rental fees.
- This student lease is for the Fall and Spring semesters only, and **does not include the winter break between the semesters**, therefore Tenant may not stay in leased property without prior consent from the Landlord.
- If Tenant is found residing in leased property at any time during winter break without prior approval, the Tenant may be subject to a holdover rent fee.
- **Fall semester ends : Friday 12/9/2022**
 - **Tenant must vacate rental by end of day Sunday 12/11/2022**
- **Spring Semester begins: Monday 1/9/2023**
 - **Tenant may return to rental starting Saturday 1/7/2023**
- *If Tenant would like to reside at leased property for the summer months, he or she must notify the Landlord and a separate lease agreement will be prepared.*

SECTION 5: SECURITY DEPOSIT

- Upon signing and return of this agreement, **Tenant will pay a security deposit to the Landlord in the amount of \$500.**
 - If a security deposit is not paid at the time of lease return, Tenant must pay the deposit before Landlord will give possession of property to Tenant.
- *If Tenant fails to fulfill any term of this lease, he or she will automatically forfeit the full security deposit paid.*
- During the term of this lease, Landlord may charge held security deposit to pay for damages, unpaid rent, utility, cleaning fees, etc...

- Tenant agrees that the leased premises may have common areas such as living room, kitchen, bathroom, hallways, etc... and all Tenants residing at leased premises are equally responsible for damages that may occur in any of these common areas.
- **To receive Tenant's security deposit refund upon lease end:**
 - Tenant agrees to leave leased property in a condition close to which it was upon the move in. This may include but not limited to cleaning: walls, windows, bathrooms, kitchens, bedrooms, porches, floors swept, mopped, and have all carpets professionally shampooed.
 - Anything Tenant brings to the leased property must be taken with him or her upon move out, any belongings left at premises will be presumed as garbage and Tenant may be charged disposal fees.
 - All keys to property must be handed in upon the end of the lease term or Tenant may forfeit security deposit.
 - It is the **responsibility of Tenant to give Landlord a forwarding address** at the end of lease term, if the address is now different from what is stated in this lease agreement. Landlord will not contact Tenant for this new information.
- After taking out for any damages, cleaning fees, or unpaid balances, Landlord agrees to send the remaining security deposit amount to the Tenant within 30 days after all Tenants have vacated the leased property.
- Any disputes with the Landlord's charges must be sent via email within 30 days of Tenant receiving security deposit refund.

SECTION 6: FEES

- Landlord have the right to charge Tenant a late fee on any open balances if not paid in full by stated due dates in this lease agreement.
- Tenant will pay Landlord a **late charge of \$50 plus \$10 for each additional week** that an outstanding balance remains unpaid.
- If a check is given to Landlord for any payment due under this agreement and check is returned for insufficient funds, stop payment, or any other reason Landlord will charge a **returned check fee of \$35**.
- Landlord also has the right to charge for any late fees, and or legal fees arising from the tendered check.

SECTION 7: UTILITIES

- Landlord agrees to pay the following utilities:
 - Water/sewer, heating, electric, trash service, lawn care and snow removal.
- Tenants are asked to notify the Landlord immediately of any utility issues, such as running, dripping or leaking water pipes, faucets, showers, toilet, heating, or electrical, etc...
- Landlord will not pay for any unreasonable excess usage of the utilities and has the right to charge Tenant for any unreasonable utilities fees misuse or negligence.

- A utility cap will be enforced on electric _____ per month and water _____ per quarter.
 - Any overage charges are recorded and will be deducted from Tenant security deposit at the time of move out.
- Landlord is responsible for trash removal at the leased premises. Each property has a designated trash container and all trash should be put into a properly sized garbage bag and tied. Tenants are asked to not put any large furniture items in trash cans, and boxes should be broken down. Landlord may charge a disposal fee if Tenant is not disposing of garbage correctly.
- Any belongings and or furniture the Tenant brings to the property must be taken upon move out, unless otherwise approved by Landlord.
 - All large furniture items (couches, beds, dressers,etc..) will not be taken without a fee.
 - Tenants are asked to take these items to the local dump located at Lycoming Transfer Station 1475 West 3rd St, Williamsport.
- If items are found left at the property belonging to Tenant that were not previously discussed, the Landlord may charge a disposal fee to security deposit.
- Tenants are not permitted to wash any vehicles or use any outside water hose at the property, due to Landlord paying for water utilities.
- The leased property does not have central air and Landlord does not provide air conditioning units. Tenant is permitted to bring an air conditioning unit at no additional charge, but the electric utility cap will be monitored. **Only one unit is permitted per Tenant, if more than one AC unit is desired, there will be an additional monthly charge.**
- All AC units must be removed from the window once heat is turned on at the property, if Tenant does not comply he or she may be charged a portion of the heating bill for that month.
- Tenants are asked to keep doors and windows closed during the winter months when the heat is on. Any house found to have windows and or doors open when the heat is on may be subject to fees or charged a part of a heating bill during that time period.
- Tenants are not permitted to have any alternative heating source such as a kerosene or space heater without prior consent of Landlord. If an alternative heating source is found being used without permission Tenant may be subject to a fine and is liable for any damages that occur on the property due to the heating unit.

SECTION 8: APPLIANCES & FURNISHINGS

- Landlord does not provide any additional furnishings or appliances other than a stove, refrigerator, and coin operated washer and dryer, unless a prior agreement is made.
- Some select units may include additional furnishing or appliances, such as a dishwasher or a microwave.
- Tenant agrees to pay any expenses for required repairs to appliances at leased premises that may become broken or damaged due to Tenant negligence.

- Tenant is permitted to bring a mini fridge if desired, There is an **additional charge of \$50 per semester per mini fridge**. Landlord must be notified if Tenant will be using a mini fridge.

SECTION 9: ROOMMATES

- If the property being leased is not a single unit property and has multiple unit bedrooms Tenant will have a(n) roommate(s).
- Roommates are decided on as a group chooses a house to rent prior to signing the lease agreement.

SECTION 10: SUBLETTING

- In the event that Tenant does not wish to reside at the leased premises he or she must find a replacement to fulfill the lease term.
- Tenant will not sublet any part of the leased premises or assign this lease agreement to any other person.
- No roommate change shall be allowed without prior consent and approval from Landlord.
- If a replacement is found, Tenant must contact Landlord for approval, the replacement Tenant must be approved by any other Tenant currently residing at the property.
- Once a new Tenant has been approved, a new lease agreement must be signed, and a security deposit paid in full, no security deposit transfers are permitted.
- Original Tenant will forfeit any previous paid rent along with paid security deposit. Tenant must also sign a lease termination agreement before the current Tenant is no longer responsible to fulfill the remainder of the lease term.

SECTION 11: RELOCATION

- Landlord reserves the right to relocate Tenant to a different Landlord owned location if the leased property is not 100% occupied. This may occur if roommates of the house fail to honor their signed lease or if all of the given leases are not returned to the Landlord.
- If this occurs, the Tenant's rental rate will not exceed the original contracted amount.
- Landlord will attempt to move Tenant to a comparable rental property. Tenant will receive a discount if the new location rental rate is less than the original lease agreement amount. Tenant acknowledges this and will cooperate with this right of Landlord.

SECTION 12: PETS

- No animal, reptile, bird or other pet will be kept on the premises without prior approval from the Landlord.
- If a pet is approved, Landlord has the right to charge a non-refundable pet fee for allowing an animal in the leased property.
- Tenant is responsible for any damages resulting from the pet or fees that may be associated with having a pet at leased property.
- *A pet found to be living in a leased premise that is not approved by the Landlord is a direct violation of this lease, and could result in a fine, loss of security deposit, or an eviction.*

SECTION 13: INSURANCE

- Landlord agrees to carry insurance on leased premises.
- Landlord, management, and any of their agents have no responsibility, or 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 while residing at lease premises.

SECTION 14: DAMAGES & MAINTENANCE

- Tenant will be given a condition report on move in day. He or she is responsible for examining the leased premises, including but not limited to appliances, fixtures, carpets, walls, windows, blinds, paint, ceilings, doors, locks, etc...
 - This examination upon move in will ensure that the property is in good, safe, and clean condition unless otherwise noted by Landlord at Tenant move in.
- Maintenance responsibility as a Tenant includes keeping the leased premises clean, sanitary, and in a good living condition.
- Leased premises should be returned to Landlord in a similar condition to which it was when the Tenant took occupancy, with the exception of ordinary rental wear and tear.
- Tenant should immediately notify Landlord if Tenant becomes aware of any defects, damages, dangerous conditions, leaks, etc. in and or around the premises. Tenant may be charged for the cost of any repairs to the premises damaged by Tenant or guests through misuse or negligence.

SECTION 15: REPAIRS & ALTERATIONS

- Tenant will not alter the features of the property including but not limited to:
 - Painting walls, removing walls or doors
 - Alter/rekey/ install new locks, if Tenant does not comply with this he or she must provide the Landlord with keys capable of unlocking all new locks.
 - Breaking down doors or windows
 - Repairing Tenant made damages (holes in the walls, broken doors or locks, etc..)
- If Tenant does not comply with any of the above, the security deposit held by Landlord will be charged any repair fees
- Tenants are permitted to hang decor items on walls and ceilings, hang curtains, etc.. as long as they do not damage property more than normal wear and tear.

SECTION 16: POSSESSION OF PROPERTY

- Tenant may take possession of the leased property upon distribution of keys on move in day.
- After signing this agreement, Tenant is responsible for complying with all terms of this agreement, including paying rent. Even if Tenant fails to take possession of the property on move in day
- Landlord and Landlord's Agents such as maintenance personnel, or property manager may enter the leased property without notice for any of the following reasons: emergency, repairs, improvements, show the property to prospective Tenants, conduct inspections, check for safety or maintenance concerns.

- Landlord/ Agent will, if possible, give a day's notice to Tenants prior to any showings at the property for renting purposes. This notice will usually come via group text message to all Tenants residing in leased property.

SECTION 17: ADDITIONAL RULES

- Basement or attic access of the leased property may be restricted, if so Tenant is asked not to break down/ break into a locked attic or basement, doing so is a direct lease violation.
- Leased property is non-smoking. Cigarette butts are to be put in a safe container outside, Tenant can be charged for littering if found to not be disposing of correctly.
- Illegal weapons, fireworks, explosive materials/ammunition, are prohibited anywhere on Landlords premises.
- Tenant should not leave candles, candle warmers, incense, etc.. unattended at any time.
- The use of charcoal or flammable gas grill is not permitted inside of the leased premises, these may be used outside away from the property siding.
- Parties in/on Landlord's property that are found to be causing ongoing disturbances and or damages are not tolerated and may lead to lease termination and eviction from the leased premises.
- Tenant and or guest of a Tenant is prohibited from being on the roof of leased property and Landlord may charge a fine if any Tenant or guest(s) are found on the roof.
- Emergency stair exits should be used for emergency purposes only.
- Tenant is not permitted to tamper with any smoke detectors, breaker boxes, thermostat guards or heat settings. If any of these become damaged Tenant may be held liable for the expense to replace them, or any fines associated with it.
- Tenant is responsible for his or her guests including all of their actions, and if damages do occur said Tenant will be held liable.
- Parking at leased premises should be reserved for all Tenants residing at property, parking stickers will be given out upon move in.
- Guest vehicles may park in the lot while visiting only if it does not restrict other Tenants ability to park at property. Any guests should park on the street or another designated parking area is available.
- If a Tenant becomes locked out of the house or bedroom Tenant should contact the Landlord's Agent or maintenance immediately to be let in; do not break down the door.
 - If a house/bedroom key is lost or broken, the tenant should contact the Landlord's Agent for a new one, the replacement fee is \$20.
- All Tenants residing at leased premises are entitled to quiet enjoyment of the leased property.

SECTION 18: TERMS / LEGAL

- The leased property is to be used only as a private residence for the Tenant listed in Section 1 of this agreement.

- The leased unit bedrooms may not be occupied by more than one Tenant, unless prior written consent of the Landlord is obtained
- Tenant agrees to obey with all federal, state, and local laws and regulations when using the leased premises, complying with Williamsport City Codes Department, City of Williamsport Police or PCT Campus Police Department.
- Tenant agrees to not participate in activities in or around the leased premises, which could harm any person or damage leased property.
- While on leased premises Tenant and all guests or invitees should not violate any laws or ordinances, which may include, but not limited to the use, possession, and or sale of illegal drugs, commit waste, or nuisance, inconveniencing or interfering with the peace and quiet of any other Tenant(s) or nearby residents, tamper with smoke detectors, possess illegal firearms, etc...
- If police are called to the premises and Landlord is notified on multiple occasions, Landlord may terminate the lease with Tenant.
- If Tenant or a Tenant guest causes any local governing body to close down leased property then Tenant will forfeit security deposit and any rent paid.
 - Tenant may also be financially obligated to Landlord for any missed rental income from the leased premises during a mandated closure caused by Tenant actions, and may also be subject to any fines resulting from these actions.
- This document constitutes an 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 should be in writing and signed or initialed by all signing parties.
- The failure of Tenant or their guests to comply with any term of this agreement can be grounds for termination of the tenancy.
- If this agreement is terminated due to any lease violation, it may not relieve Tenant of financial obligation to pay the lease in full.
- ***Tenant understands that, transferring, dropping out, roommate problems, getting expelled, or failing school are not reasons to break your lease. Tenant will still be held liable for payment of rent.***
- If Tenant vacates property before the lease term ends, Tenant and parent/guardian will still be held liable for the remainder of these lease terms, including but not limited to rent payment amount.
- Tenant agrees to pay any and all costs and or expenses including but not limited to reasonable attorney fees, or court fees for the collection and enforcement of this lease.
- All legal proceedings will be filed and held in Lycoming County, Williamsport, PA.
- The Landlord or Landlord's Agent is authorized to accept, process, and receive any notices, which may be delivered to the rental office of Kimble Realty located at 217 Maynard St Williamsport, PA 17701.

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

SECTION 19: LEASE VIOLATIONS

- If a Tenant or guests of a Tenant actions do not follow any terms put forth in this written agreement these actions may be considered a lease violation.
- If a lease violation occurs, charges may be brought to Tenant security deposit or result in forfeit of held deposit. Landlord may charge per incident to Tenant and or all Tenants residing at leased premises.
- If a violation is serious Landlord may take legal action to evict Tenant if Landlord feels necessary, if this occurs Tenant will lose security deposit and any previously paid rent.

SECTION 20: CONTACT INFORMATION

LANDLORD AGENTS

Ekko Stimson

Property Manager

217 Maynard Street

Williamsport, PA

Cell: 570-916-9024

Office: 570-327-1600

Fax: 570-327-8618

ekko.kimblere@gmail.com

LANDLORD/OWNER

Gerald Kimble

Kimble Realty

217 Maynard Street

Williamsport, PA

Office: 570-327-1600

Fax: 570-327-8618

office.kimble.re@gmail.com

Hilary Machmer

Assistant Property Manager

217 Maynard Street

Williamsport, PA

Cell: 570-560-5271

Office: 570-327-1600

Fax: 570-327-8618

hilarym.kimble.re@gmail.com

PLEASE PRINT CLEARLY!

TENANT:

Name _____

DOB _____ SS # _____

HOME MAILING ADDRESS:

Street _____ City _____

State _____ Zip _____ County _____

Cell Phone _____ Email Address _____

VEHICLE INFORMATION:

Make _____ Model _____

Color _____ Year _____ Plate _____

EMERGENCY CONTACT:

Name _____ Relationship _____

Street _____ City _____

State _____ Zip _____ County _____

Cell Phone _____ Work Phone _____

EMPLOYMENT (if applicable):

Employer Name _____

Street _____ City _____

State _____ Zip _____ Phone _____

PCT INFORMATION:

Email Address (if different from above) _____

Current Major _____

Projected Graduation Semester/ Year _____

Have you/ do you currently rent from an off campus Landlord? _____

If yes, who was the Landlord? _____

Were you referred to us? _____

If yes, who can we thank? _____

SECTION 21: LEASE GUARANTEE

- In consideration for the Landlord leasing the above stated property to the Tenant, the co-signer guarantees the performance of the Tenant stated in Section 1, for the lease described above.
- If Tenant fails to make any payment under the lease, the co-signer will be responsible for making such payments to the Landlord. 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.
- If there is more than one guarantor, then all guarantors are jointly and severally liable under this guarantee.
- The guarantor shall pay for all legal costs and attorney fees incurred by the Landlord when enforcing this guarantee.

PARENT/GUARDIAN CO-SIGNER:

Name _____ Relationship _____

DOB _____ SS # _____

Street _____ City _____

State _____ Zip _____ County _____

Cell Phone _____ Home Phone _____

Email Address _____

EMPLOYMENT:

Employer Name _____

Street _____ City _____

State _____ Zip _____ Phone _____

SECTION 22: SIGNATURES

- Tenant is required to provide a copy of photo I.D. for the office file.
- ****REMINDER** - by signing this lease, I the Tenant acknowledges I am signing for a two semester lease, unless otherwise stated. Tenant and or parent/ guardian co-signer will be financially responsible for both semesters. No security deposit will be returned if this lease is not fulfilled.

Tenant Signature _____ Date _____

Parent Signature _____ Date _____

Landlord / Agent _____ Date _____