

JJ Land Company

5738 Baum Blvd. Pittsburgh, PA 15206
412-363-1033 info@jjlandapartments.com

JJ LAND COMPANY RESIDENTIAL LEASE AGREEMENT

- This LEASE is between the LANDLORD: JJ Land Company and the TENANT:
 - _____
 - _____
 - _____
- The GUARANTOR of this LEASE (signature required on a separate document):
 - _____
 - _____
- OCCUPANT other than TENANT (any minor aged under eighteen years old):
 - _____
 - _____
 - _____

LANDLORD AGREES TO RENT AND TENANT ACCEPTS THIS LEASE TOGETHER AND INDIVIDUALLY ON THE FOLLOWING CONDITIONS:

- LANDLORD agrees to RENT to TENANT the following UNIT:
 - _____
- LEASE TERM: Beginning on:
 - Date at 11:00am
- LEASE TERM: Ending on:
 - Date at 9:00am
- Total RENT for entire LEASE TERM:
 - _____
- **12** Monthly RENT payments of exactly:
 - _____
- RENT due at move in:
 - _____
- This LEASE states the rights and responsibilities of LANDLORD and TENANT.
- Notice to TENANT:
 - When TENANT signs this LEASE, TENANT may give up certain important rights that TENANT has as a consumer.
 - If TENANT does not meet LEASE responsibilities, TENANT may lose TENANT'S SECURITY DEPOSIT.
 - LANDLORD may also sue TENANT in court for RENT, damages and to evict TENANT.
 - If LANDLORD obtains a money judgement against the TENANT, LANDLORD can use the court process to take the TENANT's personal goods, furniture, motor vehicles and money in banks.
- This LEASE contains the following clauses: 1 - 44

1. RENTAL PAYMENTS:

- The RENT is due on the FIRST day of each month.
- TENANT must pay RENT without LANDLORD first asking for it.
- TENANT must pay the *full* amount of RENT each month.
- TENANT must pay RENT by check or money order to: **JJ Land Company**
 - TENANT must write the address of the leased UNIT on the check or money order; and
 - The check or money order must be mailed or delivered to:
 - **JJ Land Company**
5738 Baum Blvd.
Pittsburgh PA, 15206
- LANDLORD'S acceptance of a third party check as payment for the RENT will in no way imply or suggest an agreement exists between LANDLORD and the third party.
- Money paid by TENANT to LANDLORD is used to pay off expenses in the following order:
 - Charges, fees and check handling charges
 - TENANT owed utility bills
 - Legal and court costs
 - Overdue RENT
 - Current RENT
- The monthly RENT is a uniform amount each month of the LEASE term and is computed on the LEASE month rather than the days in the calendar month, so the uniform RENT does not fluctuate based on the number of days in the month and by signing LEASE, TENANT agrees to this. The only exception is when there is a pro-ration specified for a unique condition.

2. LATE CHARGES:

- If LANDLORD does not receive TENANT'S RENT payment *on or before* the fifth day of the month, TENANT will be charged a late fee of: **\$50**

3. NOTICES:

- All notices to the LANDLORD or TENANT must be in writing.
- LANDLORD must deliver notices by first class mail, certified mail or by hand to TENANT at the PROPERTY address. Any notice to TENANT shall be considered duly delivered when addressed to TENANT and deposited in the mail for delivery.
- TENANT must send notices to LANDLORD'S address at:
 - **JJ Land Company**
5738 Baum Blvd.
Pittsburgh PA, 15206

JJ Land Company

5738 Baum Blvd. Pittsburgh, PA 15206
412-363-1033 info@jjlandapartments.com

- D. TENANT must provide LANDLORD with a current phone number and email address.
4. **RETURNED CHECKS:**
- A. If the bank returns TENANT'S check, TENANT:
- Must pay a fee of: **\$50**;
 - Will be in violation of the LEASE for failing to pay the RENT on time, unless the fee and RENT are paid within forty-eight hours; and
 - Will be required to make future payments in cash, money order or cashier's check at the LANDLORD'S request.
- B. If the SECURITY DEPOSIT or the first month's RENT is returned from the bank then the LANDLORD can **CANCEL** the LEASE and end all agreements between LANDLORD and TENANT.
5. **SECURITY DEPOSIT:**
- A. Before moving into the PROPERTY, TENANT must pay a **SECURITY DEPOSIT** in the amount of: **\$**
- B. LANDLORD will return the SECURITY DEPOSIT no later than thirty days after the LEASE ends if TENANT provides to LANDLORD:
- A written request for the return of the SECURITY DEPOSIT and;
 - A forwarding address and;
 - A verification that any lienable utilities were paid.
- C. SECURITY DEPOSIT will be returned to TENANT in the form of one check in all TENANTS names.
- D. TENANT may not apply or use SECURITY DEPOSIT for payment of RENT, late fees, or any other charges.
- E. Interest on the SECURITY DEPOSIT will be paid in accordance with the laws of the Commonwealth of Pennsylvania.
- F. LANDLORD may decide to use the SECURITY DEPOSIT to pay for:
- Any unpaid RENT or utility charges owed to the LANDLORD; and
 - Any unpaid late charges and check handling fees; and
 - Any attorney fees, court costs and other costs which LANDLORD must pay because TENANT did not follow the terms of this LEASE; and
 - All carpet cleaning charges,
 - The cost to make any repairs or replacements to any fixture, system or appliance damaged or abused by TENANT in the apartment; and
 - The amount that LANDLORD must pay for repairs, beyond reasonable wear and tear, to restore the UNIT to its original condition; and
 - LANDLORD'S reasonable costs to clean the apartment, including the professional steam cleaning of carpeting, if TENANT does not leave the apartment in clean and 'rentable' condition when the LEASE ends; and
 - The amount LANDLORD must pay to remove all rubbish, trash and debris that TENANT leaves in or around the UNIT including storage lockers and common areas; and
 - The amount LANDLORD must pay to replace any keys and locks for the UNIT (including mailbox keys and locks), due to the TENANT not returning keys at the end of the LEASE, or that the TENANT gave to a third party during the term of this LEASE; and
 - The amount LANDLORD must pay to have unit exterminated, due to the unsanitary condition way the TENANT left the unit; and
 - The amount LANDLORD must pay to trim shrubs & hedges and cut grass if this was the TENANT'S responsibility and TENANT failed to do it.
- G. TENANT must pay an additional month's RENT if LANDLORD cannot show the UNIT to prospective TENANTS because of the disorderly manner in which TENANT keeps the UNIT. An additional month's RENT will also be charged if:
- TENANT does not allow LANDLORD access to UNIT, or
 - TENANT interferes in any way with LANDLORD'S right to show the UNIT to prospective TENANTS.
- H. TENANT will return all keys to LANDLORD (including mailbox keys and garage door keys and openers) by 9 AM on the last day of this LEASE. If the TENANT does not return the keys to the LANDLORD by 9 AM at the end of the LEASE, TENANT will be charged an additional **\$100** per hour until the keys are returned, up to one month's RENT.
- I. If the TENANT does not fulfill the requirements laid out in this LEASE, or if the TENANT leaves the UNIT without first coming to an agreement with the LANDLORD, the SECURITY DEPOSIT will be used as compensation for TENANT'S actions. **In addition**, TENANT will be responsible to pay the remaining unpaid amount owed for the total LEASE term and any additional charges as a result of TENANT'S violation of LEASE.
6. **UTILITIES:**
- A. Provided by LANDLORD:
- Sewage:
 - Yes**
 - Water:
 - Yes**
 - Hot Water:
 - Yes**
 - Gas:
 - No**
 - Electricity:
 - No**
 - Air Conditioning:
 - No**
 - Other:
 - No**
- B. *If a utility is incorrectly assigned/marked LANDLORD is not responsible to provide the utility.*
- C. **TENANT must have unmarked utilities turned on by 5:00pm on the day of assumed possession.**

JJ Land Company

5738 Baum Blvd. Pittsburgh, PA 15206
412-363-1033 info@jjlandapartments.com

- D. TENANT must maintain utilities for the entire time TENANT leases the UNIT, up to and including the last day of the LEASE as stated on this agreement or any renewal.
- E. If LANDLORD provides heat, it will be maintained between 68 – 72 degrees, at LANDLORDS discretion. If TENANT pays for the heat, tenant must maintain heat at a minimum of 55 degrees to prevent freezing.
- F. LANDLORD is never responsible for telephone, cable or internet lines or wiring before or during this LEASE. TENANT may purchase wire maintenance from service provider.
- G. **TENANT is not permitted to install any type of cable or satellite dish on the property.** TENANT must have written permission to have additional cable lines installed. LANDLORD retains the right to remove any unauthorized installations and bill cost of removal and restoration to TENANT.
- H. TENANT can be charged for any excessive usage increase in utilities over the previous twelve month period. TENANT shall pay the increase as additional RENT. TENANT agrees:
 - i. Not to keep the temperature above 72 degrees if LANDLORD provides heat in a UNIT where the TENANT controls the temperature,
 - ii. To report any leaking plumbing and fixtures including faucets, toilets etc.
- I. LANDLORD reserves the right to pay any utility service or damage charge, etc., and bill TENANT, if TENANT is responsible for the charge. This charge will be considered additional RENT. Failure to pay these charges will be considered default under this LEASE.

7. SERVICES

- A. Provided by LANDLORD:
 - i. Garbage:
 - a. **Yes**
 - ii. Snow Removal
 - a. **Yes**
 - iii. Landscaping:
 - a. **Yes**
 - iv. Parking:
 - a. **No**
 - v. Other:
 - a. **No**
- B. *If a service is incorrectly assigned/marked LANDLORD is not responsible to provide the service.*
- C. TENANT must use appropriate dumpsters or trash cans with lids for all of TENANT'S trash. TENANT must provide cans for trash and recycling disposal at their own expense if not provided by LANDLORD. TENANT must get rid of trash regularly and frequently.
- D. TENANT may not use LANDLORD'S dumpsters for bulk items such as furniture. TENANT must make separate arrangements to have large items picked up.
- E. TENANT must follow all recycling programs and laws that apply to the UNIT.
- F. Any fines imposed on the LANDLORD by the local municipality due to TENANT refuse will be passed on to the TENANT.

8. APPLIANCES:

- A. Provided by LANDLORD:
 - i. Stove:
 - a. **Yes**
 - ii. Refrigerator:
 - a. **Yes**
 - iii. Garbage Disposal:
 - a. **No**
 - iv. Dishwasher:
 - a. **No**
 - v. Microwave:
 - a. **No**
 - vi. Air Conditioner:
 - a. **No**
 - vii. Dehumidifier:
 - a. **No**
 - viii. Other:
 - a. **No**
- B. *If an appliance is marked in error LANDLORD is not responsible to provide the appliance.*
- C. *If TENANT brings their own appliances, they must have written permission from LANDLORD, and pay for the removal and reinstallation of LANDLORD'S appliances.*
- D. TENANT agrees to keep all appliances clean, use them properly, and immediately report any appliances that are broken, damaged or not working properly. TENANT is responsible for the cost of repairing or replacing any appliance that is broken, damaged or not working because of the fault of TENANT, OCCUPANT, or TENANT'S guests.
- E. LANDLORD **will NOT** be responsible for any food that is lost or must be replaced if an appliance fails for any reason or is not available. TENANT must insure against these losses.
- F. TENANT is not permitted the use of portable washers and dryers, space heaters or any other major appliance not listed above. TENANT must have written permission and pay fees to use appliances not marked above where the usage will affect LANDLORD'S utility bills.

9. AVAILABILITY OF PROPERTY:

- A. It is possible that LANDLORD may be unable to let the TENANT move into the UNIT as scheduled. If the delay:
 - i. Happens due to a fault of the LANDLORD, TENANT will not have to pay RENT or ADDITIONAL RENT until possession of the UNIT is given to the TENANT.
 - ii. Is not the fault of LANDLORD, RENT is still due.

JJ Land Company

5738 Baum Blvd. Pittsburgh, PA 15206
412-363-1033 info@jjlandapartments.com

iii. Continues for more than fifteen days, LANDLORD or TENANT may end this LEASE by notifying the other of this in writing seven days in advance. If no notice is given, this LEASE shall continue in full force and effect.

B. If the reason for the delay is that the UNIT is still occupied by the last resident or someone else, the LANDLORD will file for eviction on behalf of the TENANT. However, LANDLORD is not liable to provide or pay for any temporary housing under any circumstance. If UNIT is not ready, LANDLORD will not be responsible to pay TENANT for storage, moving expenses, and/or utility transfer fees. There will be no RENT discount if any utility service to the UNIT or any utility service system in the UNIT is not working at the time TENANT takes possession of the UNIT.

10. INTERRUPTION OF UTILITIES:

A. LANDLORD is not responsible for any loss from the interruption of any utility service for any reason including, but not limited to, an interruption for LANDLORD to make repairs to gas and water lines, electrical equipment, furnaces, boilers, hot water tanks, air conditioners, or any other repairs that would affect or interrupt utility service.

B. TENANT is responsible for notifying LANDLORD in writing of the absolute necessity of any utility service. An example of this would be a TENANT who requires an electrically powered life support system.

11. TENANT'S ACCEPTANCE OF UNIT'S CONDITION:

A. TENANT agrees to **immediately** notify LANDLORD of any condition of the UNIT that is not in good order or repair. If TENANT does not tell LANDLORD of any condition, defect or damage in writing, then TENANT agrees that there are no defects or damages and accepts condition of the UNIT.

12. REPAIRS:

A. While TENANT is renting the UNIT, TENANT will be responsible for small maintenance and repairs. This includes but is not limited to; changing filters where accessible, changing light bulbs, replacing fuses, flipping breakers, maintaining smoke alarms and other safety devices, plunging drains and toilets, installing window air conditioning units and carpet cleaning.

B. If LANDLORD is called to the UNIT for a small repair, TENANT will be billed for:

i. The cost (minimum **\$30**) of the repair.

ii. Any additional fees for service provided after business hours (9AM to 5PM), or on weekends and holidays.

iii. The cost for these repairs will be billed to TENANT and considered as ADDITIONAL RENT.

C. TENANT agrees to keep the UNIT neat, clean, and vermin-free at all times. If UNIT becomes vermin infested during tenancy due to the negligence of TENANT, TENANT agrees to have the UNIT and all affected UNITS promptly exterminated at TENANT'S expense. LANDLORD may choose to secure extermination services for all affected UNITS at TENANT'S expense. LANDLORD is never responsible for exterminating common household bugs, such as, but not limited to: ants, spiders, house flies, centipedes, moths, fruit flies and stink bugs.

D. TENANT agrees to pay for the repair of any damage to the UNIT caused by TENANT or the family or visitors of the TENANT. This cost will be considered ADDITIONAL RENT.

E. If a needed repair is not reported by the TENANT to the LANDLORD and an incident occurs as a result of the needed repair, the LANDLORD will not be held responsible for the incident.

F. TENANT agrees not to receive compensation or RENT reduction for inconvenience due to repair or improvements.

13. LEASE RENEWAL:

A. TENANT must return LEASE RENEWAL by the date stated on the LEASE RENEWAL form. If TENANT does not receive a LEASE RENEWAL ninety days prior to expiration of LEASE, then it is the TENANT'S responsibility to contact LANDLORD.

B. If LANDLORD does not receive LEASE RENEWAL back from TENANT, then if LANDLORD so desires, this LEASE is automatically renewed for one year at the rental rate specified by LANDLORD.

C. LANDLORD may choose not to renew this LEASE for any reason with thirty days written notice to TENANT.

14. LOCKS:

A. TENANT will not place any other lock or locking device on any doors or windows of the UNIT.

B. LANDLORD must have a key to the UNIT at all times.

C. If LANDLORD is able to provide lockout service, TENANT agrees to pay **\$50** for any lockout service rendered during regular business hours, and **\$75** for any lock out service provided after hours, or on holidays and weekends. If the LANDLORD is unable to provide lockout service, TENANT is expected to contact a locksmith to regain entry at his or her own expense. TENANT will also be responsible for any cost incurred to restore LANDLORD'S locking devices.

D. TENANT will be charged **\$10** per key for duplicate key or key replacement when available. TENANT will be charged **\$50** per locking device for replacements requested by TENANT.

E. If TENANT changes any locking devices on doors or windows in the unit or common space, the LANDLORD will assess a fee equal to the price of labor and accessories needed to install a company approved replacement lock.

F. TENANT is permitted to add a LANDLORD approved personal security system to their leased UNIT at the TENANT'S expense.

G. If TENANT, at TENANT'S expense, adds a personal security system to their leased UNIT the TENANT must provide the LANDLORD with the security system's passcode.

H. LANDLORD will not be responsible to any charges incurred for activating TENANT personal security system.

15. ANIMALS:

A. Absolutely no pets are allowed in or about the UNIT without the written permission of LANDLORD. This includes but is not limited to: dogs, cats, reptiles, rabbits, snakes, rodents, ferrets, amphibians and birds.

B. If any other TENANT in the community has a pet, this does not give the TENANT permission to have a pet.

C. If a pet is found in the UNIT at any time, the TENANT will immediately remove the pet from the unit and automatically lose any deposits, including but not limited to the SECURITY DEPOSIT, and TENANT will be billed for having the UNIT fumigated, exterminated, carpet cleaned or replaced, and any other damage to the UNIT.

D. TENANT seeking to keep a pet or animal in the apartment must complete a pet agreement addendum and pay an additional **\$25** monthly fee per pet on select animals.

E. TENANT agrees to make arrangements for pets in order for LANDLORD to:

i. Make repairs; and

ii. Improve the property; and

iii. Show the property to prospective TENANTS or purchasers; and

JJ Land Company

5738 Baum Blvd. Pittsburgh, PA 15206
412-363-1033 info@jjlandapartments.com

iv. *ACCESS FOR ANY OTHER REASONABLE PURPOSE.*

F. *All pet requests must be approved by the LANDLORD*

16. SMOKE DETECTORS:

- A. TENANT will maintain and test monthly smoke detectors and any other safety devices in the UNIT. TENANT will notify LANDLORD of any broken, inoperable or missing smoke detectors or safety devices.
- B. TENANT will be responsible for any damage to property if TENANT fails to maintain smoke detectors or safety devices.
- C. TENANT is responsible for the replacement of smoke detector and safety device batteries during this LEASE.

17. SMOKING:

- A. TENANT will be responsible for any costs LANDLORD must pay to clean, paint, deodorize, sanitize, and/or replace fixtures in the UNIT due to TENANT'S smoking (including, but not limited to: yellowed walls and ceilings, odors in carpeting and furniture, and burn marks on counter and sink tops).
- B. TENANT, OCCUPANTS and/or TENANT guests are not permitted to smoke in the common areas of the building or within ten feet of any entrance or exit.

18. TENANT'S RESPONSIBILITY FOR INJURY AND / OR DAMAGE:

- A. TENANT is responsible for all personal property of TENANT, OCCUPANT and TENANT'S family or guests in, on or about the UNIT, including automobiles.
- B. TENANT may not do anything in or near the UNIT that might cause a fire or that will increase the amount paid by LANDLORD for insurance for the UNIT.
- C. TENANT must give LANDLORD immediate notice of fire, accident, damage or dangerous condition in the UNIT.
- D. If the UNIT is unusable because of fire or other incident, LANDLORD may cancel or end the LEASE. If LANDLORD decides to end the LEASE, LANDLORD will notify TENANT within thirty days of the fire or incident. If not, LANDLORD shall have a reasonable time to repair damage.
- E. If an act or failure to act by the TENANT causes a fire or mishap, then TENANT pays for all repairs. TENANT must still pay the full RENT with no discount. This applies to TENANT'S family, employee, guest or visitor, who may have caused the mishap or damage.

19. SAFETY AND SECURITY:

- A. *LANDLORD is not responsible for any vandalism. LANDLORD will also not be responsible for any theft, loss, damage, or destruction of TENANT'S property.*
- B. LANDLORD cannot guarantee anyone's safety or security. TENANT must use caution.
- C. LANDLORD will not be responsible for:
 - i. Any damage caused by failure to keep the property or building or premises in repair;
 - ii. Any damage caused by failure of heating equipment.
 - iii. Any damage caused by failure by or from plumbing, gas, water, steam, or other pipes, wires, fixtures, or sewage;
 - iv. Any damage caused by the acts of others.
- D. The intercom/locked entry systems, if any, are for convenience only and are not intended to be security systems. LANDLORD does not assure that intercom/locked entry systems will continue to operate. If operation is interrupted for any reason, LANDLORD may either make repairs or abandon the intercom system

20. TENANT INSURANCE:

- A. ***LANDLORD DOES NOT INSURE TENANT'S PERSONAL PROPERTY. TENANT MUST PURCHASE INSURANCE COVERAGE FOR THE PERSONAL PROPERTY OF TENANT, OCCUPANT AND TENANT'S FAMILY OR GUESTS AND TO INSURE AGAINST CLAIMS FOR CASUALTY OR FOR PERSONAL INJURY OR DEATH.***

21. INDEMNIFICATION:

- A. TENANT will indemnify, save and hold LANDLORD harmless and defend LANDLORD from any and all claims, demands, actions, causes of actions, and damages arising out of, or with respect to any injury or death to any person occurring on the property owned by the LANDLORD. This indemnity is effective from the time of TENANT'S possession and as a direct result of TENANT'S actions.

22. LANDLORD RESPONSIBILITIES:

- A. LANDLORD is responsible only for any loss, expense, injury or intentional damage caused by LANDLORD.
- B. LANDLORD is *not* responsible for any loss, expense, injury or damage to any person or personal property caused by items including:
 - i. Theft; or
 - ii. Fire; or
 - iii. Ice, snow or rain; or
 - iv. Water; or
 - v. Plumbing or pipe leaks; or
 - vi. Malfunction of appliances; or
 - vii. Interruption of any utilities; or
 - viii. Power surges and/or
 - ix. Criminal acts.
- C. LANDLORD cannot protect TENANT against any problems that may occur with other TENANT in the building or on the property. LANDLORD claims no responsibility for any such problems.

23. PARKING:

- A. If LANDLORD supplies parking to TENANT, TENANT must register their vehicle to LANDLORD, request and receive a LANDLORD issued parking pass to be used only for that specific vehicle.
- B. If LANDLORD supplies assigned parking it is not to be considered guaranteed parking.
- C. LANDLORD is not responsible for any damages to any vehicle parked on the premises.
- D. TENANT or TENANT'S guests are not permitted to park inoperable vehicles or a vehicle with an expired or missing inspection sticker, license plate or registration.
- E. Boats, trailers, RV's and/or commercial vehicles will not be permitted to park on the premises.
- F. LANDLORD may have vehicles towed at the expense of the TENANT.
- G. LANDLORD will have no responsibility and is not required to give advanced notice to tow an unauthorized or improperly parked vehicle.

JJ Land Company

5738 Baum Blvd. Pittsburgh, PA 15206
412-363-1033 info@jjlandapartments.com

- H. TENANT is not allowed to do any repairs or maintenance on a vehicle in any of the parking areas or on the LANDLORD'S property.
 - I. LANDLORD provided parking is limited to one parking space per person with a maximum of two parking spaces per apartment.
 - J. If TENANT fails to close the garage door upon entering or exiting the building and/or allows unauthorized vehicles to park in the private lot, TENANT'S parking privileges will be revoked.
 - K. TENANT'S guests are not permitted to park in any designated TENANT parking areas.
- 24. SUBLET AND ASSIGNMENT:**
- A. TENANT may not RENT the UNIT or assign this LEASE to another person without LANDLORD'S consent and written approval.
 - B. If the LANDLORD agrees to allow TENANT to sublet the UNIT to another person, then;
 - i. TENANT will pay a **\$100** fee.
 - ii. TENANT will continue to be responsible for the performance of all TENANT'S responsibilities under this LEASE, including the payment of RENT.
 - iii. The person that applies to sublet the UNIT from the TENANT is required to pay an application fee of **\$30**.
 - a. Upon approval the application fee will be waived and the **\$30** will be credited towards the next month's RENT.
 - iv. The person that RENTS the UNIT from the TENANT must agree to take on the responsibilities for the UNIT as required in the LEASE. **AT ALL TIMES** the original TENANT who signed this LEASE will be held responsible by the LANDLORD for their LEASE duties until the termination of this LEASE.
 - C. If the LANDLORD agrees to allow TENANT to assign the UNIT to another person, then;
 - i. TENANT will pay an assignment fee equal to one month's current RENT.
 - ii. TENANT will be completely released from all responsibilities under this LEASE upon completion of the assignment.
- 25. EARLY TERMINATION:**
- A. *This LEASE is for a set period of time, which is given on the first page of this LEASE. This LEASE is never for a period of time less than this given time.*
 - B. Leaving the UNIT or stopping rental payments before the time period provided for in the LEASE for any reason, including but not limited to: employment purposes, medical emergency or family obligations, is considered terminating the LEASE.
 - C. The UNIT can be re-rented by the LANDLORD as long as the TENANT pays a **leasing fee** equal to one month's RENT at the current rate. The **leasing fee** must be paid with written notice provided a minimum of sixty days before the TENANT wishes to leave the UNIT. The SECURITY DEPOSIT cannot be used as a **leasing fee**.
 - D. TENANT may terminate the LEASE ONLY on: March 30th, April 29th, May 30th, June 29th, July 30th or August 30th. TENANT residing in the zip code of 15217 may terminate lease only on: May 30th, June 29th, or July 30th. If TENANT has already given written notice not to renew the LEASE, TENANT waives the right to terminate early unless written approval is provided by LANDLORD.
 - E. *Termination notice period does not begin until the leasing fee is paid in full.*
- 26. SALE OF PROPERTY:**
- A. LANDLORD has the right to serve the TENANT with a notice to leave the UNIT within sixty days if the UNIT is sold or a valid sale agreement is made.
 - B. TENANT agrees to leave providing the sixty day minimum notice is given.
- 27. LANDLORD WITHHOLDING:**
- A. LANDLORD may withhold or cancel utilities, equipment or facilities that LANDLORD provides at the UNIT if TENANT abuses, wastes, or when it applies, does not pay for them.
- 28. ABANDONMENT:**
- A. The UNIT will be considered **abandoned** by the TENANT if the following occurs:
 - i. The RENT is five or more days late and TENANT moves out or TENANT removes all or almost all of TENANT'S personal property from the UNIT; or
 - ii. Some or all of the utility services are turned off to the UNIT for any reason.
 - B. If either of the two preceding events occurs, then TENANT has **abandoned** the UNIT and LANDLORD may take possession of the UNIT and its contents. The LANDLORD will do this by giving seven day notice by first class mail or certified mail to TENANT'S last address. If LANDLORD does not receive a response from TENANT within seven days of LANDLORD'S mailing, then LANDLORD may re-rent the UNIT.
 - C. Any items left in the abandoned UNIT will become property of the LANDLORD and the LANDLORD may get rid of them without obligation to TENANT.
 - D. TENANT must pay the cost of removal and/ or storage of TENANT'S personal property.
 - E. TENANT agrees to notify LANDLORD if they will be away for a period of two weeks or longer.
- 29. DEFAULT:**
- A. TENANT will be in default if TENANT does **any** one of the following:
 - i. Does not pay RENT or other charges to LANDLORD when they are due; or
 - ii. Leaves or abandons the UNIT without LANDLORD'S written permission before the end of the LEASE; or
 - iii. Gives the LANDLORD false information, including information on TENANT'S rental application, or signatures; or
 - iv. Fails to meet all of the terms and conditions of this LEASE.
 - B. If the TENANT is in default under the terms and/or conditions of this LEASE or a renewal of this LEASE for any reason, TENANT will be responsible to pay fees charged to LANDLORD or LANDLORD'S agent to attend any magistrate hearing and/or arbitration hearing. These fees are separate from any other costs, fees, or charges that may result from TENANT'S default.
- 30. ACCELERATION:**
- A. The total RENT amount due during the entire period of this LEASE will immediately become due if:
 - i. TENANT defaults in the payment of any installment of RENT; or
 - ii. TENANT violates any provision of this LEASE and LANDLORD wants to evict the TENANT; or
 - iii. TENANT abandons the UNIT without LANDLORD'S permission before the end of the LEASE period; or
 - iv. TENANT does not pay any other amount required under this LEASE when it is due; or

JJ Land Company

5738 Baum Blvd. Pittsburgh, PA 15206
412-363-1033 info@jjlandapartments.com

- v. Any assignment is made against TENANT for the benefit of creditors; or
- vi. An execution is issued against TENANT; or
- vii. Bankruptcy proceedings begin by the TENANT or against the TENANT, or a receiver is appointed for the TENANT.

B. *In the case of a sale on legal process of TENANT'S goods, LANDLORD shall have the right to be paid first out of the proceeds of the sale. In the event TENANT files a petition in Bankruptcy Court, this LEASE shall be terminated on the day of Bankruptcy filing and the TENANT or the Bankruptcy estate shall have no rights under this LEASE AGREEMENT.*

31. LANDLORD'S RIGHTS:

- A. If TENANT breaks ANY condition of this LEASE, the LANDLORD may:
 - i. Collect from TENANT any overdue RENT and any money that is due for the rest of the LEASE term.
 - ii. Collect money from TENANT for damages caused by TENANT breaking a condition in the LEASE or doing anything that the LEASE does not permit TENANT to do.
 - iii. Go to court to have TENANT evicted and get the UNIT back.
 - iv. Go to court to get RENT due from TENANT as well as damages and reasonable costs that are spent by LANDLORD to enforce this LEASE. These costs include court costs, collection costs and attorney's fees.
- B. These are not LANDLORD'S only rights. LANDLORD may sue TENANT and get a judgment against TENANT'S property and bank accounts.
- C. LANDLORD does not give up any rights by accepting RENT, or by delaying, or not enforcing any condition in this LEASE.
- D. LANDLORD'S not enforcing a term or condition of this LEASE will not prevent owner from enforcing the term, condition, rule or regulation at a later time. LANDLORD or owner may seek one or more than one remedy given in this LEASE.
- E. LANDLORD may retake possession of UNIT upon expiration of this LEASE agreement.
- F. LANDLORD or LANDLORD'S agent shall have the right to assign this LEASE.

32. RIGHTS TO ACCESS:

- A. LANDLORD or LANDLORD'S agent may enter the property between the hours of 8AM and 8PM in order to:
 - i. Make repairs; or
 - ii. Improve the property; or
 - iii. Show the property to prospective TENANTS or purchasers; or
 - iv. Inspect the UNIT for damages or LEASE violations, or *FOR ANY OTHER REASONABLE PURPOSE.*
- B. In case of emergency, LANDLORD may enter UNIT at any time.

33. USE OF PROPERTY:

- A. TENANT agrees to use the UNIT only as a private residence.
- B. Only the TENANT and OCCUPANT listed on this LEASE are allowed to live in the UNIT. TENANT may add additional person to LEASE only with LANDLORD'S written permission and an additional monthly fee of \$50.
- C. **TENANT agrees NOT to use the UNIT:**
 - i. In a way that violates any local, county, state or federal law, fire prevention, health, housing or sanitation codes; and
 - ii. In a way that violates any statutes, ordinances, government regulations and court orders; and
 - iii. To store or hold any flammable or explosive items or unlicensed firearms of any kind in or around the unit; and
 - iv. In a way that interferes with the peaceful enjoyment, comfort or rights of other TENANTS or neighbors. Disruptive or disturbing sounds, smells and lights are not allowed.
- D. TENANT must use any utility, equipment, facility or common area provided by the LANDLORD in a reasonable manner without abuse or waste.
- E. TENANT agrees not to put anything down the drains or flush anything down the toilet except for toilet paper including, but not limited to: feminine products, Q-tips, paper towels, cat litter, grease, paint and chemicals.
- F. LANDLORD may give TENANT rules and regulations that apply to the UNIT and how it is to be used. TENANT must follow all of these rules and regulations. TENANT will be responsible for any costs incurred for the improper use of drains.
- G. At the end of the LEASE term, TENANT must quietly and peacefully give up the UNIT, this includes giving up all keys, door openers and any alterations, changes, and or improvements made to the UNIT by TENANT.
- H. TENANT must have prior written approval from LANDLORD to paint or make any change in the UNIT. TENANT must also have written approval from LANDLORD to add or remove any appliance or other permanent fixture in the UNIT.
- I. LANDLORD will not pay for changes that TENANT makes to the UNIT, unless LANDLORD agrees in writing to pay for the changes.
- J. TENANT shall not obstruct sidewalk, hall, stairway or fire escape and may only use these areas for entering and exiting the building.
- K. LANDLORD does not warrant the security or condition of TENANT'S personal belongs stored in basements and/or storage lockers. Lower level of property may become damp. Storage of TENANT'S personal belongings in basements and/or storage lockers are for the TENANT'S convenience and are at the TENANT'S own risk.
- L. TENANT agrees not to use the roof for any purpose.

34. TENANT'S CONDUCT:

- A. TENANT may not unreasonably interfere with the rights of and comfort of other TENANT. TENANT shall not:
 - i. Make any disturbing noises;
 - ii. Play radios, stereos, televisions or musical instruments loudly;
 - iii. Do anything annoying to or that interferes with the neighbors of TENANT;
 - iv. Post, hang or store personal items in or around the UNIT so that other TENANT can see them without getting the LANDLORD'S written approval. This includes all interior and exterior common areas. TENANT may never store upholstered furniture outside of their UNIT or storage/locker UNIT.
- B. TENANT will not allow any of TENANT'S family, employees or visitors to do anything that is not allowed in this LEASE.

JJ Land Company

5738 Baum Blvd. Pittsburgh, PA 15206
412-363-1033 info@jjlandapartments.com

C. If LANDLORD receives reports that TENANT is behaving in a disruptive manner or if TENANT unreasonably interferes with other TENANT'S enjoyment of their home, then the LANDLORD will contact TENANT and require that such behavior stop. TENANT fully understands and acknowledges that noise is an extremely subjective situation. LANDLORD'S remedies for noise claimed to be excessive are severely limited. Relief must be obtained directly with the civil authorities by the injured party. TENANT hereby accepts the apartment with this understanding.

35. DEATH OF TENANT:

- A. The estate of the deceased TENANT shall be responsible to LANDLORD for all sums reserved and due under this LEASE.
- B. If during the term of this LEASE TENANT dies and:
 - i. There are no other TENANT listed on the first page of this LEASE when TENANT dies; and
 - ii. LANDLORD receives a written notice from an authorized representative or executor of TENANT'S estate, then this LEASE will end sixty days after the first day of the month that the UNIT is cleared and cleaned of all of TENANT'S belongings. TENANT'S estate or legal representative may ask for an extension of this LEASE termination.

36. UNENFORCEABLE LEASE CONDITIONS:

- A. If a court determines that any condition or part of this LEASE is illegal or unenforceable, the rest of the LEASE continues just as it is.

37. ENTIRE AGREEMENT:

- A. This LEASE is the *complete* statement of the agreement between TENANT and LANDLORD.
- B. This LEASE can only be changed if both the LANDLORD and TENANT sign a written agreement to change it.
- C. No spoken statements made by LANDLORD'S employees are a part of this LEASE.

38. TENANT AGREES TO WAIVE ALL ADVANCE NOTICE PROVIDED FOR UNDER THE LANDLORD TENANT ACT OF PENNSYLVANIA.

- A. If TENANT violates the LEASE, each TENANT agrees to waive 'NOTICE TO QUIT'. This means that the LANDLORD may file a complaint in court asking for an order evicting each TENANT from the UNIT without giving each TENANT notice to quit first. The LANDLORD can only evict TENANT by court action.

39. LEAD BASED PAINT:

- A. TENANT agrees they have received the booklet regarding lead based paint

40. REVIEW BY AN ATTORNEY:

- A. NOTICE TO TENANT: If you do not meet your obligations under this LEASE, you may lose your SECURITY DEPOSIT. LANDLORD may sue you in court. This LEASE is a legally binding agreement and the TENANT agrees to be legally bound to all the terms of the LEASE. The TENANT reserves the right to have the LEASE reviewed by the TENANT'S attorney prior to signing this document.

41. CONSUMER NOTICE:

- A. JJ LAND COMPANY AND ITS EMPLOYEES WORK ONLY FOR THE LANDLORD/PROPERTY OWNER AND OWES LOYALTY TO THE PROPERTY OWNER BY ACTING IN THE PROPERTY OWNER'S BEST INTEREST.

42. VENUE OF LEASE:

- A. This LEASE is to be governed by the laws of Pennsylvania and venue is to be in Allegheny County.

43. CONSTRUCTION OF LEASE:

- A. Unless clearly stated this LEASE AGREEMENT:
 - i. References to the plural include the singular, the singular the plural and the part of the whole.
 - ii. References to one gender include all genders.

44. ADDITIONAL PROVISIONS:

- A. None

Tenant 1: _____ Date: _____

Tenant 2: _____ Date: _____

Tenant 3: _____ Date: _____

JJ Land Company: _____ Date: _____

JJ Land Company

5738 Baum Blvd. Pittsburgh, PA 15206
412-363-1033 info@jjlandapartments.com

JJ LAND COMPANY LEAD BASED PAINT AGREEMENT

• Lead Warning Statement

- Housing built before 1978 may contain lead-based paint.
- Lead from paint, paint chips and dust can pose health hazards if not taken care of properly.
- Lead exposure is especially harmful to young children and pregnant women.
- Before renting pre-1978 housing, LANDLORD must disclose the presence of known lead-based paint hazards in the dwelling.
- TENANT must also receive a federally approved pamphlet on lead poisoning prevention.

1. LANDLORD'S DISCLOSURE

- A. LANDLORD has no knowledge of lead-based paint and/or lead-based paint hazards in the housing,
- B. LANDLORD has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

2. TENANT'S ACKNOWLEDGEMENT

- A. By signing below, TENANT acknowledges having received:
 - i. Copies of all information listed above, if any; and
 - ii. The pamphlet "Protect Your Family From Lead in Your Home".
- B. AGENT'S ACKNOWLEDGEMENT
 - i. ___ Agent has informed the LANDLORD of the LANDLORD'S obligations under 42 U.S.C. §4852(d) and is aware of his/her responsibility to ensure compliance.
- C. CERTIFICATION OF ACCURACY
 - i. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

DO NOT "AGREE / SUBMIT" THIS FORM UNTIL YOU HAVE RECEIVED A HARD COPY OR DOWNLOADED AND READ THE LEAD BASED PAINT PAMPHLET!

Tenant 1: _____ Date: _____

Tenant 2: _____ Date: _____

Tenant 3: _____ Date: _____

JJ Land Company: _____ Date: _____

An additional copy of the "Lead Based Paint" pamphlet can be downloaded via our website at:

www.jjlandapartments.com

JJ Land Company

5738 Baum Blvd. Pittsburgh, PA 15206
412-363-1033 info@jjlandapartments.com

JJ LAND COMPANY COSIGNER LEASE AGREEMENT

GUARANTOR;

GUARANTOR'S NAME:

• FOR THE APARTMENT LOCATED AT:

• I agree to be responsible to LANDLORD for the liability of:

GUARANTOR'S INFORMATION:

Address:

▪ _____

TELEPHONE NUMBER:

▪ _____

EMAIL:

▪ _____

RELATIONSHIP TO TENANT:

▪ _____

1. Under the terms of the LEASE for the above named property. Our responsibility will continue for the entire term of the LEASE and for each and every renewal thereof. In the case of any default of the LEASE as to payment of rent or otherwise, the LANDLORD may seek recourse from us by suit or otherwise, provided that I have been given written notice of said default and further have been given 10 days within which to cure said default.
2. I agree, upon notice as described above, to pay to the LANDLORD an amount sufficient to cure any default. Default under the lease may include, but is not limited to, past due RENT, property damage and loss of use of the property or unpaid utility charges. It is agreed that the amount due to cure the default shall not exceed the total of all of the defaults under the LEASE. *Where there is more than one TENANT signing the LEASE, all parties' guarantors are jointly and severally liable.*
3. **It is the TENANT'S responsibility to provide the GUARANTOR with a copy of the executed LEASE along with any renewal thereof.**
4. **By signing below, I acknowledge that it is my responsibility to obtain a copy of the LEASE and any subsequent renewals of the LEASE from the TENANT.**
5. **NOTICE: This guarantee will remain valid for as many years as the TENANT lease the property.**
6. **Please submit a copy of a government issued photo ID with this agreement.**

Guarantor: _____ Date: _____

JJ Land Company: _____ Date: _____