

STUDENT HOUSING LEASE AGREEMENT DATED _____

- 1) **PARTIES:** The parties to this agreement are Michael Morucci, hereinafter called "Owner" and the persons below signed jointly and severally, hereinafter called "Student(s)".
- 2) **LOCATION:** _____, Bloomsburg, PA 17815, hereafter call "Premises."
- 3) **TERM:** The term of this agreement will be for the academic year (2 semesters) beginning on August 20, 2021 and ending on May 10, 2022.
- 4) **RENT:** The rental fee for the term of this agreement will be _____ per Student. This amount is divided per Student as follows:
_____ per semester based on _____ tenants.
_____ per semester based on _____ tenants.
_____ per semester based on _____ tenants.

Rent payments are due July 1 (first semester) and December 1 (second semester)

Note: The rent due from each Student is based on the total amount of the rent divided by the number of Students living in the Premises. If one Student backs out of the lease, it is the responsibility of the existing student and or the remaining students to find a replacement. Should a replacement not be found, total rent stays the same and is divided by the remaining Students, therefore the per Student amount per semester will increase.

- A) **Late Charge:** Payments after July 1 and December 1 will increase \$5 per day. This fee will be waived if evidence of student loans is provided and the parental guarantee form is signed and notarized. You can find this form at moruccirealty.com under "Info." This form must be filled out, notarized and mailed back to 15 Forest Road Bloomsburg, PA 17815.
- B) **Electronic Payment:** Monthly payment option via Electronic Fund Transfer due by the Fifth (5th) day of each month. The first payment must be initiated by July first (1st) and should be divided by 10 payments with the last semester payment made by the first (1st) of April. There will be a \$150 dollar processing fee per semester for monthly payments. Ex. \$4400 + \$300 = \$4700/ 10 payments = \$470/month. If paying monthly, a notarized parental guarantee form is required.
- C) **Occupancy: No Student shall have the right to occupy the said Premises until all rents and security deposits have been paid and Notarized Parent Guarantee forms turned in, in accordance with this Lease Agreement. No keys shall be given to any Student before all rents and security deposits from all Students have been paid and all Notarized Parent Guarantee forms have been turned in.**
- D) **Interest Charge:** The Owner will charge interest at the rate of Two percent (2%) per month on any rent delinquent by more than sixty (60) days. Such interest will be in addition to the late charge and the Owner is authorized to apply security deposit to these items. In the event the delinquent account is turned over a collection agency Student agrees to pay all fees associated with collecting the delinquent rent. This could add up to an additional 50 percent (50%) on top of the amount owed.
- E) **Failure to Move In or Vacating Premises:** If a Student fails to move in or vacates the premises and the opening is not filled, rent will not be refunded. If rent has not been paid by the **Student(s) who vacate and the rent cannot be collected by the Owner after a reasonable effort for collection, the remaining Students must make up the difference in rent. Change in University enrollment status has no bearing on this Lease.**
- 5) **CONDITION OF PREMISES:** Student stipulates, represents and warrants that Student has examined the Premises and that they are, at the time of this Lease, in good order, repair and in a safe, clean and tenantable condition.
- 6) **INSURANCE:** Student assumes all risk of loss or damage to Student's property within the Premises which may be caused by water leakage, fire, windstorm, explosion, acts of God or other cause, or by the act or omission of any other Student at the Property, its guests and invitees. Student shall be responsible for insurance of all Student's and Owner's personal property located or stored upon the Premises against the risks of damage, destruction or loss resulting from theft, fire, storm and all other hazards and casualties. Students shall be responsible for the insurance of all furnishings and Owner's other personal property located upon the Premises against the risks of damage, destruction or loss resulting from the actions of the Student. **OWNER REQUIRES THAT ALL STUDENT'S SECURE STUDENT'S OWN INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES.**

Student acknowledges that the Owner does not have insurance coverage on the personal possessions of the Student whether located in the house, apartment or common areas and agrees that he/she will obtain insurance to cover said personal possessions and Owner's furnishings and other personal property located or stored upon the Premises. Regardless of whether Student secures such insurance, Owner and its agents shall be not responsible for any damage to, destruction or loss of any Student's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction or loss and even if such damage, destruction or loss is caused by the Owner, its employees or agents.

7) **DAMAGES AND REIMBURSEMENT:** Owner is not liable for loss, injury, or damage to any person or property unless the loss, injury or damage is caused by the Owner's intentional act or neglect. Student shall repay to Owner any money spent by Owner due to Student's intentional act or neglect. Student is responsible for all intentional acts or neglect. Student is responsible for all intentional acts or neglect of Student's family, friends, and others who use the Leased Premises. Owner shall not be liable for any injury or damage caused by water, rain, snow or ice that leaks or flows from whatever source into or around the Leased Premises or the building within which the Leased Premises is located. Owner will have no duty to remove ice, sleet or snow but may remove any amount with or without notice. Students are responsible for snow removal. If snow is not removed in a timely manner, we will remove it at \$30/occurrence.

8) **CARE OF LEASED PREMISES:** The leased Premises and other areas reserved for Students' private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Owner may exclude from the apartment/house guests or others who, in Owner's judgment, have been violating the law, violating this Lease Contract or any rules, or disturbing other residents, neighbors, visitors, or Owner representatives.

Students shall be responsible for the prevention, growth and accumulation of mold within the Property. Students are advised to keep the Leased Property clean and free of visible moisture and/or mold on any surface within the Property. Should a water leak or any other water damage occur within the Property, the Student is required to notify the Owner immediately so that repairs can be made to avoid any further damage which could result in mold accumulation. Students will be held responsible for any physical or monetary damages that develop in the Property as a result. Owner is not liable for any injuries (physical or otherwise) sustained by the Student, their family or guests; which result from water damage or mold accumulation for which the Student is responsible.

9) **PARKING:** Owner may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside leased Premises or on sidewalks, under stairwells, or in handicapped parking areas. Owner may have unauthorized or illegally parked vehicles towed under an appropriate statute. All cars parked in a numbered parking stall must have a parking permit; those without one will be towed at the vehicle owner's expense. Owner is not responsible for any damage done to vehicles parked in Owners lots.

_____ Your Lease DOES Include _____ Registered Off-Street Parking Spots
_____ Your Lease DOES NOT Include Off-Street Parking Spots

i.) If your Lease does include off-street registered parking spots, parking can be rented where available for \$350 per school year. If your off-street parking is free it will be noted under "Exceptions" (26.A). Please visit our website (www.moruccirealty.com) to download the parking registration form. Please fill it out and return it along with payment to 15 Forest Road Bloomsburg, PA 17815 by July 1. If your parking is free, please write "free per lease" at the top of your form and return it to the above address. (**Note:** Rent in full and/or notarized parental guarantee forms are also due by July 1, so it works best to send all payments/forms at once.) Parking spaces are not guaranteed and are distributed on a first come first serve basis. Often, on street parking is also an option. Please see part ii.

ii.) If your Lease does not include off-street parking, parking can be rented where available for \$350 per school year. Please visit our website (www.moruccirealty.com) to download the parking registration form. Please fill it out and return it along with payment. Parking spaces are not guaranteed and are distributed on a first come, first serve basis. Apartments where off-street parking is not available, will have access to on-street parking. You will go directly through the Town of Bloomsburg for on-street parking passes. There is much more information on this in our "Move-In Guide" located on our website at moruccirealty.com under "Info."

10) **CASUALTY LOSS:** We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Students are responsible for snow removal.

11) **ANIMALS:** No animals (including, but not limited to, mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or house community. If Student or any guest or occupant violates animal restrictions (with or without Student's knowledge), Student will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the leased Premises at any time during Student's term of occupancy Owner will charge Student for defleaing, deodorizing, and shampooing. Owner may remove an unauthorized animal without prior notice given. Owner may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss, harm, sickness, or death of the animal. Owner will return the animal to Student upon request if it has not already been turned over to a humane society or local authority. Student must pay for the animal's reasonable care and kenneling charges. Should animals be found in the premise on more than one occasion security deposits will be forfeited. **NOTE: A DAILY FINE OF \$395 WILL BE ASSESSED FOR EACH DAY (OR PORTION OF DAY) THE ANIMAL IS AT THE PROPERTY.**

12) **PARENT GUARANTEES:** Both parents of each Student signing this lease are required to sign a Parent Guarantee form. **Parent guarantees from all parents must be received before any Student is allowed to move in. Guarantors will be notified in the event fines are issued or disruptive conduct notices are given. You can find a copy of the Parent Guarantee form on our website at moruccirealty.com under "Info".**

13) **OWNERS RIGHT TO VOID LEASE:** Owner reserves the right to void lease, by giving notice to Students, at any time prior to all Deposits and Parent Guarantees being received from all Students signing below, and renting the property to other Students. In this event, this lease becomes Null and Void.

14) **REPLACEMENTS AND SUBLETTING:** Replacing a Student, subletting, or assignment is allowed only when the Owner consents in writing. If departing or remaining Students find a replacement Student acceptable to Owner before moving out and Owner expressly consents to the replacement, subletting, or assignment, then:

A) A \$300 RE-LETTING FEE APPLIES.

B) A reasonable fee will be due if re-keying is requested or required.

C) The remaining Students will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

D) A replacement student will not be a valid replacement until the lease has been signed, the deposit is paid and the notarized parent guarantee is received by the Owner. Prior to the lease being signed, the deposit and notarized parent guarantee turned in by the replacement student, the original student remains liable for their obligations under the Lease.

E) The departing Student's reservation deposit will be refunded less the re-letting fee only after all the replacement Student's paperwork and deposits have been turned in. In the event the semester has already started and occupancy has been given, the security deposit less the re-letting fee will be returned at the end of the school year.

F) At least two-thirds of the remaining Students must approve of the replacement Student via replying to a text notification sent out by management to the remaining Students and their parents. If no reply is received within 3 days of the original text being sent, their non-reply will be counted as an approving vote.

G) The replacement Student gets the bedroom of the departing Student. Remaining Students may not switch bedrooms around upon departure of the original Student.

H) If the remaining Students refused a reasonable replacement Student (reasonable based on Owner's sole discretion) they agree to cover the departing Student's portion of the rent and the departing Student will be released from the Lease.

I) Once a replacement Student has been found to sublet or is added to the group to fill an empty bedroom, any additional rent monies the remaining Students have paid will be credited towards any future rent owed.

NOTE: It is the sole responsibility of the departing Student and remaining Students to find a replacement. The \$300 fee is paid by the departing Student to cover administrative costs. Owner has no responsibility to find a replacement. If no replacement is found the departing Student and remaining Students are still liable for the total amount of the rent.

15) **USE OF PROPERTY:** Students will use the property only for residential purposes and agree to abide by all laws and ordinances of the Town of Bloomsburg, the State of Pennsylvania, and the Codes of Conduct of Bloomsburg University. Students are prohibited from having "OPEN PARTIES". Violation of PA Law and Bloomsburg University policy regarding drugs or alcoholic beverages is cause to cancel Lease with no refund. Kegs of alcohol or "Party Balls" on the Premises will result in immediate cause to cancel the Lease. At no time will the Students or others congregate in areas not designed as living space. If a "Disruptive Conduct Report" is received from the Town of Bloomsburg, a minimum \$500 fee will be deducted from security deposits. These reports are a result of disruptive and often illegal behavior and are issued by the Bloomsburg Police Department. In addition, the landlord reserves the right to evict tenants as a result of an issued "Disruptive Conduct Report."

16) **CRIMINAL ACTIVITY:** ANY CRIMINAL ACTIVITY COMMITTED BY A STUDENT OR BY ANY MEMBER OF THE STUDENT'S HOUSEHOLD OR ANY GUEST OR OTHER PERSON UNDER THAT STUDENT'S CONTROL OR IS A DANGER TO THE PREMISES IN ANY DRUG RELATED CRIMINAL ACTIVITY ON OR NEAR THE PREMISES BY THE STUDENT OR ANY MEMBER OF THE STUDENT'S HOUSEHOLD OR ANY GUEST OR OTHER PERSON IN THE STUDENT'S CONTROL SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE LEASE. VIOLATION OF THE PROVISION SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE LEASE. A single violation of any of the provisions in this lease shall be deemed a serious violation and a material and irreparable non-compliance. **It is understood that a single violation shall be good cause for immediate termination of the lease under 41 O.S. } 132 (D).**

17) **UTILITIES:** Students will pay the following: electric, heat, cable T.V., internet, telephone, water, sewage, and garbage. Sufficient heat must be maintained by the Student at all times to prevent frost damage. Please visit our website (www.moruccirealty.com) for the contact information for local utility providers. Should the garbage not be picked up in a timely manner, the Owner can remove garbage at a rate of \$25 per bag. Your recycling bill is subtracted from your security deposit at \$54 per year along with your Bloomsburg License Fee (\$38 per Student).

Note I: The sewage bills are in the landlord's name and will be delivered to the tenant's monthly. Should the tenants not pay this fee (sewage bill) and the landlord is sent to collections, all security deposits will be forfeited.

Note II: Students are required to keep all utilities turned ON for the entire duration of the Lease term. If Students are returning to the Premises the following school year, they must keep the utilities ON in their name over the summer regardless if they are living there or not.

Your heat type is: -----

Your Hot Water type is:-----

18) **DEPOSITS:** At the time of the signing of this Lease, each Student will deposit with the Owner the sum of \$400 as a reservation deposit which becomes the security/damage and cleaning deposit when payment of fall rent is made. The Owner reserves the right to bring legal action for any damages to the property not covered by the deposit. Deposits will be held per PA Law, 68 Purdons 250.511.a & 512. In the event damages occur during the Lease term, Students will be billed for the cost of repairing the damage. Payment is due within 10 days of receipt of the bill for damage. If the bill remains unpaid, a late charge of \$10 per week will be added to the bill. If the amount of the Deposit held by the Owner at any time falls below \$250 the Student will be billed to bring the balance back up to \$400. Failure to do so is cause for termination of this Lease.

A) Students agree that if more than one (1) person occupies the premises the damages, at the Owners' discretion, may be apportioned between all the Students and subtracted from the Security deposits as well as any additional monies that may be charged if the Security deposits are insufficient. Upon the end of the Student's Lease Students will be given a list of the deductions made to the account and will receive the remaining balance within 30 days of the ending of their Lease, provided they have given the Property Manager their forwarding address. If the Student fails to provide their forwarding address they agree to waive their right to the remaining balance; and said right shall be deemed waived and abandoned.

B) **No Security Deposits will be returned until all Students have moved out.**

C) Remaining balance check will not be mailed until all keys are returned and all utilities are turned off & balances paid.

D) No interest is paid on security deposits.

E) The deposit of \$400 which is collected at the time of lease signing is used as a Reservation Deposit to hold the apartment for the Students until the Fall semester's rent is paid in July. At that point, the Reservation Deposit becomes the Security Deposit.

F) **CARPETS:** Students are responsible to have the carpets cleaned by a professional carpet cleaning company upon moving out of property. A receipt must be delivered to the owner. Should the carpet cleaning not occur or receipt not provided the owner will charge students \$35.00 per room for cleaning.

G) **PAINTING:** Students are responsible for any marring or damage of the walls that occur during the time that they live there. This includes but is not limited to tape marks, tack holes, dirt and scuffing, putty marks, rips in the drywall, excessive hand prints, beer splatter, food splatter, TV mounting bracket holes, picture hook holes, dart board holes, smoke damage from candles, burn marks from Christmas lights, damage from improperly removed command strips, etc. The preceding is NOT considered normal wear and tear.

H) **REPAIRS:** No performing repairs or modifications to the property without written approval from the owner or his manager. This includes but is not limited to painting, wall repair, installation of satellite dishes by renter or third party, door replacement or repair, change or modifications to locking mechanisms. If specific damage does occur it should be immediately reported to the owner or manager in writing or email. It can also be done via our website at moruccirealty.com.

I) The charges for damages/cleaning will be divided evenly over the number of Students on the Lease regardless of where on the Premises the damage occurred. For example, if Bed #1 has a hole in the wall that needs to be repaired, the cost for the repair will be divided evenly over the number of Students on the Lease unless a particular Student has notified us in writing prior to the end of the Lease that he/she would like to take full responsibility for the given repair. Owner reserves the right to deviate from this system at Owner's discretion (see 19.A).

19) **END OF LEASE:** Student agrees to move out of the leased property at the end of this lease. Student understands that once the lease has ended, the Student cannot remain in the leased property. If the Student does not move out at the end of the lease, Student will agree to pay \$200 per day plus any and all costs that the Landlord incurs due to the Student's failure to move out of the property on the agreed upon end date of this lease.

20) **ABANDONMENT:** Any of the Student's personal property or possessions remaining on the Property after the Student moves out will be considered to be abandoned property. The Owner will have the right to remove and dispose of any abandoned property in any manner determined by the Owner. Student will pay for the cost of removal and disposal of abandoned property.

21) **OWNERS RIGHT OF ENTRY:** Owner reserves the right to enter the premises at reasonable times to determine if cleaning and/or repairs are needed or to show the apartment to a prospective Student. Repairs and cleaning may be done and deposits charged prior to the end of the term. Students agree to the showing of the Premises to other prospective Students or buyers. **Whenever possible 24-hour notice will be give prior to owner or owner's representatives entering the apartment.**

A) Landlord may enter the property at any time without advance notice when there is reasonable cause to believe that an emergency exists, a lease violation is occurring, or to perform routine or emergency maintenance, whether or not requested by the Student. For example, if there is a disturbance and the police come to your apartment, they can call us at any time of the day or night and we will open the door of your property for them because a disturbance is a lease violation. For another example, if there is a cat on your windowsill, we can enter without notice because having a pet is a lease violation.

B) Landlord will perform periodic inspections of the leased property to ensure that it is being maintained in a safe and sanitary condition. Student understands that the Landlord may photograph or videotape the leased property before move-in, during periodic inspections, and following move-out to document unit damage and condition.

22) **TERMINATIONS:** In the event of a violation by any one of the Students occupying the Premises or their guests of any provision of this Lease, the Owner reserves the right to terminate the Lease, in which case all rents will be retained by the Owner. Owner may evict one Student or all of the Students for a violation of the lease at Owner's discretion. A violation of the Rules and Regulations attached to this lease is a material breach of this lease. **IN THE EVENT THE OWNER NEEDS TO EVICT ANY STUDENT(S) OCCUPYING THE PREMISES. THE STUDENT(S) HEREBY WAIVES OR GIVES UP THE RIGHT TO ANY EVICTION NOTICE, AND AGREES TO MOVE OUT IMMEDIATELY UPON EVICTION.**

A) In the event a Student is evicted from the premises the Student (s) remains liable for the full amount of the rent until the time the original lease has expired or the Owner has been able to re rent their spot to another Student.

B) In the event of a default, all unpaid utility bills, fees and fines will be treated as rent owed.

23) **FIRE PROTECTION:** Local and State fire officials have suggested and/or mandated the following restrictions for your protection:

A) Do not tamper with smoke detectors and please report inoperable smoke detectors immediately

B) It is the Student's responsibility to regularly test the smoke detectors.

24) **MOVE IN INSTRUCTIONS: Before any Student moves in, all Rent/Student loan award letters must be received along with all notarized parent guarantee forms. No keys will be given out to any Student until all paperwork is complete and rents/security deposits collected.**

25) **CAUTION: This Lease is a binding legal obligation. Each Student is signing this Lease for one academic year, which means each Student is legally liable for the entire rental fee. If you have questions, consult an attorney or the BU Housing Office.**

26) **EXCLUSIONS:** Under this Lease Agreement, window treatments and furniture are not included unless noted under exceptions. Bedroom furniture can be leased.

A) **EXCEPTIONS:**

27) **ENTIRE AGREEMENT:** This Lease is the entire agreement between Student and Owner. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease.

IF MORE THAN ONE STUDENT IS SIGNING THIS LEASE, THE STUDENT AND STUDENT'S PARENTS WILL BE JOINTLY AND INDIVIDUALLY LIABLE FOR ALL OBLIGATIONS UNDER THIS LEASE AND ANY NOTICE OR SERVICE OF LEGAL PAPERS ON ONE STUDENT SHALL BE THE SAME AS IF THE NOTICE WAS SERVED ON ALL STUDENTS.

This means that all the Students as a group and each of the Students as an individual are responsible to the Landlord for all of the agreements of this lease. For example, if the rent is not paid, the Landlord can sue all of the Students (jointly) for any unpaid rent. Or, the Landlord can bring suit against any one Student separately (Severally) for all of the unpaid rent.

TENANT #1

Print Name _____
Home Address _____

Home Phone #: _____
Cell Phone #: _____
Email: _____

Sign Name _____

TENANT #2

Print Name _____
Home Address _____

Home Phone #: _____
Cell Phone #: _____
Email: _____

Sign Name _____

TENANT #3

Print Name _____
Home Address _____

Home Phone #: _____
Cell Phone #: _____
Email: _____

Sign Name _____

TENANT #4

Print Name _____
Home Address _____

Home Phone #: _____
Cell Phone #: _____
Email: _____

Sign Name _____

TENANT #5

Print Name _____
Home Address _____

Home Phone #: _____
Cell Phone #: _____
Email: _____

Sign Name _____

TENANT #6

Print Name _____
Home Address _____

Home Phone #: _____
Cell Phone #: _____
Email: _____

Sign Name _____

TENANT #7

Print Name _____
Home Address _____

Home Phone #: _____
Cell Phone #: _____
Email: _____

Sign Name _____

TENANT #8

Print Name _____
Home Address _____

Home Phone #: _____
Cell Phone #: _____
Email: _____

Sign Name _____

REPLACEMENT TENANT #1

Print Name _____
Home Address _____

Home Phone #: _____
Cell Phone #: _____
Email: _____

Sign Name _____

REPLACEMENT TENANT #2

Print Name _____
Home Address _____

Home Phone #: _____
Cell Phone #: _____
Email: _____

Sign Name _____

OWNER'S SIGNATURE _____

Michael Morucci
Morucci Realty