

ROYAL MANOR APARTMENTS, LLC.  
8900 Royal Manor Drive  
Allison Park, PA 15101  
(412) 364-7400

RESIDENTIAL LEASE AGREEMENT

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 is written in plain language and has been approved by  
The Attorney General's Office

This LEASE AGREEMENT made on (DATE OF LEASE): XXXXXXXXXX XXXXXXXXXXXX

is between the LANDLORD: ROYAL MANOR APARTMENTS, LLC.

and the TENANT 1: XXXXXXXXXXXX

and TENANT 2: \_\_\_\_\_

and TENANT 3: \_\_\_\_\_

**This LEASE states the rights and responsibilities of LANDLORD and TENANT.**

The Guarantor(s) of this LEASE are (signature required on a separate document):

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Occupants other than TENANT:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

**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: XXXXXXXXXXXX  
Allison Park, PA 15101

LEASE TERM: Beginning on XXXXXXXXXX XXXXXXXXXXXX after 6:00 P.M.,  
and ending on XXXXXXXXXX XXXXXXXXXXXXXXXX at or before 10:00 AM.

Total RENT for the entire LEASE TERM: XXXXXXXXXXXX

XXXXXXXXXXXX Monthly RENT payments of exactly: XXXXXXXXXX and a pro-rated  
payment of XXXXXXXXXXXX, for XXXXXXXXXXXX days in XXXXXXXXXXXX

**1. RENTAL PAYMENTS:**

- a) The RENT is due on the FIRST day of each month.
- b) TENANT must pay RENT without LANDLORD first asking for it.
- c) TENANT must pay the **full** amount of RENT each month.
- d) TENANT must pay RENT by check or money order to:  
**Royal Manor Apartments, LLC.**
  - 1) TENANT must write the address of the leased UNIT on the check or money order; and
  - 2) The check or money order must be mailed or delivered to:

**ROYAL MANOR APARTMENTS  
8900 ROYAL MANOR DRIVE  
ALLISON PARK, PA 15101**

- e) 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.

**2. LATE CHARGES:**

If LANDLORD does not receive TENANT'S RENT payment **before** the 6<sup>th</sup> day of the month, TENANT will be charged a late fee of \$50.00.

**3. NOTICES:**

- a) All notices to the LANDLORD or TENANT must be in writing.
- b) LANDLORD must deliver notices by first class mail, certified mail or by hand to TENANT at the PROPERTY address.
- c) TENANT must send notices to LANDLORD at the address listed in **Paragraph 1.**
- d) Money paid by TENANT to LANDLORD is used to pay off expenses in the following order:

- 1. Charges, fees and check handling charges
- 2. TENANT owed utility bills
- 3. Legal and court costs
- 4. Overdue RENT
- 5. Current RENT

**4. RETURNED CHECKS:**

- a) If the bank returns TENANT'S check, TENANT:
  - 1. Must pay a fee of \$30.00;
  - 2. Will be in violation of the LEASE for failing to pay the RENT on time, unless the fee and RENT are paid within 48 hours; and
  - 3. 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 in to the PROPERTY, TENANT must pay a **SECURITY DEPOSIT** in the amount of: XXXXXXXXXXXX
- b) LANDLORD will return the SECURITY DEPOSIT when the LEASE ends if TENANT gives LANDLORD a written request for the return of the SECURITY DEPOSIT, a forwarding address and verification that any lienable utilities and/or taxes were paid.
- c) TENANT may not apply or use SECURITY DEPOSIT for payment of RENT, late fees, or any other charges.
- d) Interest on the SECURITY DEPOSIT will be paid in accordance with the laws of the Commonwealth of Pennsylvania. Currently no interest is earned on the deposit unless:
  - 1. The deposit is greater than \$100.00 **AND**
  - 2. The TENANT'S lease extends to a third year.
- e) LANDLORD may decide to use the SECURITY DEPOSIT to pay for:
  - 1. Any unpaid RENT or utility charges owed to the LANDLORD; and
  - 2. Any unpaid late charges and check handling fees; and
  - 3. Any attorney fees, court costs and other cost which LANDLORD must pay because TENANT did not follow the terms of this lease; and
  - 4. All carpet cleaning charges, which are approximately 20 cents per square foot; and

5. The cost to make any repairs or replacements to any fixture, system or appliance damaged or abused by TENANT in the apartment; and
6. The amount that LANDLORD must pay for repairs, beyond reasonable wear and tear, to restore the UNIT to its original condition; and
7. LANDLORD'S reasonable costs to clean the apartment if TENANT does not leave the apartment in clean and 'rentable' condition when the lease ends; and
8. The amount LANDLORD must pay to remove all rubbish, trash and debris that TENANT leaves in or around the UNIT including common areas; and
9. The amount LANDLORD must pay to replace any keys for the UNIT (including mailbox keys), that TENANT did not return at the end of the LEASE, or that the TENANT gave to a third party during the term of this LEASE; and
10. The amount LANDLORD must pay to have unit exterminated, due to the dirty way the TENANT left the unit; and
11. 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.

f) 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:

1. TENANT does not allow LANDLORD access to UNIT, or
2. TENANT interferes in any way with LANDLORD'S right to show the UNIT to prospective tenants.

g) 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:

SEWAGE: LANDLORD  
 WATER: LANDLORD  
 HOT WATER: TENANT  
 GARBAGE SERVICE: LANDLORD  
 SNOW REMOVAL: LANDLORD  
 LANDSCAPING: LANDLORD  
 COOKING: TENANT  
 GAS: NA  
 ELECTRIC: TENANT  
 A/C: TENANT  
 PARKING: LANDLORD  
 OTHER: LANDLORD

*If a utility is incorrectly assigned/marked LANDLORD is not responsible to provide the utility.*

*If LANDLORD provides heat, it will be maintained at 68 – 72 degrees, at LANDLORDS discretion.*

*If TENANT is responsible for garbage service, trash cans with lids must be used. If UNIT has a garage, trash cans are to be stored in the garage.*

*TENANT must provide LANDLORD with a current phone number for work, home, day and evening.*

**B). LANDLORD IS NEVER RESPONSIBLE FOR TELEPHONE LINES OR WIRING BEFORE OR DURING THIS LEASE. TENANT MUST PURCHASE WIRE MAINTENANCE SERVICE FROM THE PHONE COMPANY FOR THE ENTIRE TERM OF THIS LEASE OR ANY RENEWAL.**

1. 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.

2. TENANT may be equally responsible, along with other tenants for areas used by everyone in the building, if the building has four or less units. 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. TENANT'S responsibilities will include hallways, changing bulbs, clearing debris and junk mail, and keeping sidewalks, steps and driveway clear of snow, ice and debris.

3. 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.

#### **7. SERVICES**

a) LANDLORD can bill TENANT for the rubbish service during the term of this LEASE and any renewal of this LEASE.

b) TENANT will get a fifteen - (15) day notice if LANDLORD decides to charge TENANT for rubbish service.

#### **8. APPLIANCES:**

a) LANDLORD will provide the following items that are marked with agent's initials:

<u>  X  </u> Stove	<i>Note: If an item or appliance is checked or initialed in error</i>
<u>  X  </u> Refrigerator	<i>Landlord is not responsible to provide the item or appliance</i>
<u>  X  </u> Window Treatments	
<u>  X  </u> Air Conditioner	
<u>  X  </u> Dishwasher	

b) 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 guest.

c) 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.

d) TENANT is not permitted the use of portable washers and dryers.

#### **9. AVAILABILITY OF PROPERTY:**

a) It is possible that the LANDLORD may be unable to let the TENANT move into the UNIT as scheduled.

1. If this 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 TENANT. If LANDLORD is not at fault for this delay RENT is still due.

b) If the delay continues for more than 15 days, LANDLORD or TENANT may end this Lease by notifying the other of this in writing seven (7) days in advance. If no notice is given, this lease shall continue in full force and effect.

c) If the reason for the delay is that the UNIT is still occupied by the last resident or someone else, the LANDLORD will try to evict the occupant 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 accepts the UNIT in its present condition and agrees it is in good order and repair.

b) TENANT agrees to **IMMEDIATELY** tell 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 within 48 hours of TENANT taking possession of UNIT, 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 light bulbs and fuses, lighting pilots, maintaining smoke alarms, unclogging drains, toilets and fixtures, carpet cleaning, painting, and any other repairs that cost \$100.00 or less per occurrence.

b) If UNIT is a single-family or townhouse unit, TENANT will be responsible for extermination. Extermination treatments are to be done periodically, or as necessary, and will include roaches, ants and rodents and any other infestation.

c) If LANDLORD is called to UNIT for a small repair, TENANT will be billed for

1. The cost (minimum \$45)

2. Any additional fee for after business hours (5PM to 9AM) weekends and holidays.

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

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) Repair calls, if made by 12 noon on a business day will be responded to by LANDLORD within 24 hours, when possible.

f) TENANT is also responsible for maintaining sufficient heat (60°) to the UNIT to prevent freezing.

g) 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.

### **13. LEASE RENEWAL:**

a) TENANT must return the LEASE RENEWAL 60 or more days prior to LEASE expiration. If TENANT does not receive LEASE RENEWAL 90 days prior to expiration of LEASE, then it is the TENANT'S responsibility to contact LANDLORD.

b) If TENANT does not wish to renew the LEASE, TENANT must give WRITTEN notice 60 days prior to expiration of LEASE.

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

### **14. LOCKS:**

a) TENANT will not place any other lock on any doors of the UNIT.

b) TENANT will not change locks on any doors without written permission from LANDLORD.

c) TENANT will return all keys to LANDLORD (including mailbox keys) by 10 AM on the last day of this LEASE. If the TENANT does not return the keys to the LANDLORD by 10 AM at end of LEASE, TENANT will be charged \$10.00 per day until the keys are returned, or the costs to have locks changed, whichever is greater.

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

e) If LANDLORD is able to provide lockout service, TENANT agrees to pay \$50.00 for any lockout service rendered during regular business hours, \$75.00 for any lock out service after hours, holidays and weekends. If the LANDLORD is unable to provide lockout service, TENANT is expected to contact the locksmith to regain entry at his or her own expense. TENANT will also be responsible for cost to change back to master.

### **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, snakes, rodents, 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 and exterminated and carpet replaced and any other damage to the UNIT.

### **16. SMOKE DETECTORS:**

a) TENANT will maintain and monthly test any smoke detectors in the UNIT. TENANT will notify LANDLORD of any broken, inoperable or missing smoke detectors.

b) TENANT will be responsible for any damage to property if TENANT fails to maintain smoke detectors.

c) TENANT is responsible for the replacement of batteries during this lease.

### **17. SMOKING:**

TENANT will be responsible for any costs LANDLORD must pay to clean, replace, paint and/or sanitize the UNIT due to TENANT'S excessive smoking (for example, yellowed walls, odors in carpeting & furniture and stained ceilings).

### **18. TENANT'S RESPONSIBILITY FOR INJURY 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) NO flammable material or unlicensed firearms are allowed.

d) TENANT must give LANDLORD immediate notice of fire, accident, damage or dangerous condition in the UNIT.

e) If the UNIT is unusable because of fire or other mishap, LANDLORD may cancel or end the lease. If LANDLORD decides to end the lease,

LANDLORD will notify TENANT within 30 days of the fire or mishap. If not, LANDLORD shall have a reasonable time to repair damage.

f) 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. TENANTS must use caution.

LANDLORD will not be responsible for:

1. Any damage caused by failure to keep the property or building or premises in repair;
2. Any damage caused by failure of heating equipment;
3. Any damage caused by failure by or from plumbing, gas, water, steam, or other pipes, wires, fixtures, or sewage;
4. Any damage caused by the acts of others.

### **20. TENANT INSURANCE:**

**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**

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 RESPONSIBILITY**

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:

1. Theft; or
2. Fire; or
3. Ice, snow or rain; or
4. Water; or
5. Plumbing or pipe leaks; or
6. Malfunction of appliances; or
7. Interruption of any utilities; or
8. Power surges and/or
9. Criminal acts.

c) LANDLORD cannot protect TENANT against any problems that may occur with other tenants in the building or on the property. LANDLORD claims no responsibility for any such problems.

d) LANDLORD cannot guarantee the basement of the property of dampness or water (leakage).

### **23. PARKING:**

a) If LANDLORD supplies **assigned** parking or a **garage** space, other than an intragal, a Parking Lease Addendum will be attached to this LEASE.

b) LANDLORD is not responsible for any damages to any vehicle parked on the premises.

c) TENANT must provide vehicle identification number and plate numbers for any car parked on the premises.

d) TENANT or TENANT'S guest will not be permitted to park an inoperable vehicle 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 vehicle.

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) If LANDLORD supplies assigned parking it is not to be considered guaranteed parking. LANDLORD will not tow any vehicle that is parked in or blocking assigned space.

j) If parking is provided by LANDLORD there will be one parking space per person with a maximum of two parking spaces per apartment.

#### **24. INTERCOMS/LOCKED ENTRY**

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

#### **25. SUBLET AND ASSIGNMENT:**

a) TENANT may not rent the UNIT or assign 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;

1. TENANT will continue to be responsible for the performance of all TENANT'S responsibilities under this LEASE, including the payment of RENT.

2. The person or persons that rent 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.

#### **26. 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 death, is considered breaking the LEASE.

c) If the TENANT leaves the UNIT without LANDLORD'S permission, the TENANT will be held responsible for unpaid RENT and any other charges the LANDLORD encounters in re-renting this UNIT.

d) At LANDLORD'S option, 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 a written notice 45 days before the TENANT wishes to leave the UNIT. The SECURITY DEPOSIT can NOT be used as a **leasing fee**.

e) TENANT must continue to pay RENT and maintain utility service to the UNIT until the LANDLORD secures a new tenant, or until the LEASE or renewal time runs out. If LANDLORD does not rent UNIT before the time when the TENANT'S LEASE or lease renewal runs out, the **leasing fee** less any advertising costs will be refunded to TENANT. LANDLORD'S prior vacant units will be shown and offered to potential tenants before TENANT'S UNIT.

#### **27. SALE OF PROPERTY:**

a) LANDLORD has the right to serve the TENANT with a notice to leave the UNIT within 60 days if the UNIT is sold or a valid sale agreement is made.

b) TENANT agrees to leave providing the 60-day minimum notice is given.

**28. LANDLORD WITHHOLDING:** 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.

#### **29. ABANDONMENT:**

a) The UNIT will be considered **abandoned** by the TENANT if the following occurs:

1. The RENT is five (5) or more days late and TENANT moves out or TENANT removes all or almost all of TENANT'S personal property from the UNIT; or

2. 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 7 days notice by first class mail or certified mail to TENANT'S last address. If LANDLORD does not receive a response from TENANT within 7 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.

#### **30. PRIORITY OF LEASE:**

a) If the UNIT is sold at a mortgage foreclosure sale, whoever purchases the UNIT may choose to end this LEASE by giving TENANT a written notice of 90 days to move out.

b) In a foreclosure sale, all existing and future mortgages that affect the property come before this LEASE. TENANT agrees to sign all papers needed by mortgage holder to give priority over this LEASE

**c) TENANT gives up or waives the right to have this lease continue after a UNIT is sold at a mortgage foreclosure.**

#### **31. DEFAULT:**

a) TENANT will be in default if TENANT does any one of the following:

1. Does not pay rent or other charges to LANDLORD when they are due; or

2. Leaves or abandons the UNIT without LANDLORD'S written permission before the end of the LEASE; or

3. Gives the LANDLORD false information, including information on TENANT'S rental application, or signatures; or

4. Fails to meet all of the terms and conditions of this LEASE.

b) If the TENANT is in default under the terms 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.

#### **32. ACCELERATION:**

The total RENT amount due during the entire period of this LEASE will become due if:

1. TENANT defaults in the payment of any installment of RENT; or

2. TENANT violates any provision of this LEASE and LANDLORD wants to evict the TENANT; or

3. TENANT abandons the UNIT without LANDLORD'S permission before the end of the LEASE period; or

4. TENANT does not pay any other amount required under this LEASE when it is due; or

5. Any assignment is made against TENANT for the benefit of creditors; or

6. An execution is issued against TENANT; or

7. Bankruptcy proceedings begin by the TENANT or against the TENANT, or a receiver is appointed for the TENANT.

*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.*

#### **33. LANDLORD'S RIGHTS:**

a) If TENANT breaks ANY condition of this LEASE, LANDLORD may:

1. Collect from TENANT any overdue rent as well as any money that is due for the rest of the LEASE term.

2. Collect money from TENANT for damages caused by TENANT or TENANT'S breaking a condition in the LEASE or doing anything that the LEASE does not permit TENANT to do.

3. Go to court to have TENANT evicted and get the UNIT back.

4. 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. TENANT must pay a fee of at least \$100.00 each time the LANDLORD goes to court to collect rent or damages.

b) These are not LANDLORD'S only rights. LANDLORD may sue TENANT and get a judgement 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.

**34. RIGHT TO ACCESS:** LANDLORD or LANDLORD'S agent may enter the property with reasonable notice, between the hours of 7:00 AM and 7:00 PM in order to:

1. Make repairs,

2. Improve the property,

3. Show the property to prospective tenants or purchasers,

4. Inspect the UNIT for damages or lease violations, or **FOR**

**ANY OTHER REASONABLE PURPOSE.**

In case of emergency, LANDLORD may enter UNIT at any time.

**35. INCREASE TAXES OR UTILITY CHARGE:**

a) If the taxes or municipal charges against the apartment, townhouse or building are increased further than that paid in this year, the TENANT will pay the increase as additional RENT during the term of this LEASE or any renewal of this LEASE. This includes:

- 1. County taxes,
- 2. Municipal taxes,
- 3. School district taxes
- 4. Municipal water and sewage charges.

This shall also apply to any tax measured by the value assessment or use of the real estate.

b) TENANT can be charged for any increase cost for utility services over the previous 12-month period. TENANT shall pay the increase as additional RENT.

**36. USE OF PROPERTY:**

a) TENANT agrees to use the UNIT only as a private residence.  
b) Only the TENANTS and OCCUPANTS listed on this lease are allowed to live in the UNIT.

**c) TENANT agrees NOT to use the UNIT:**

- 1. In a way that violated any local, county, state or federal law; and
- 2. In a way that violated any statutes, ordinances, government regulations and court orders; and
- 3. Store or hold any flammable or explosive items or unlicensed firearms of any kind in the apartment; and
- 4. 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) 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.

f) At the end of the LEASE term TENANT must quietly and peacefully give up the UNIT, this includes giving up all of keys, door openers and any alterations or changes made to the UNIT by TENANT.

g) 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.

h) LANDLORD can consider any improvements to the UNIT made by TENANT as permanent fixtures and so shall remain in the premises.

i) LANDLORD will not pay for changes that TENANT makes to the UNIT, unless LANDLORD agrees in writing to pay for the changes.

j) LANDLORD does not warrant the security or condition of Tenants personal belongs stored in basements and/or storage lockers. Lower level of property may become damp. Storage of Tenants personal belongings in basements and/or storage lockers is for Tenants convenience and at Tenants own risk.

**37. TRASH DISPOSAL:**

a) TENANT must use appropriate dumpsters or trash cans for all of TENANT'S trash. TENANT must get rid of trash regularly and frequently.

b) TENANT may not use LANDLORD'S dumpsters for bulk items such as furniture. TENANT must make separate arrangements to have large items picked up.

d) TENANT must follow all recycling programs and laws that apply to the UNIT.

**38. TENANT'S CONDUCT:**

a) TENANT may not unreasonably interfere with the rights of and comfort of other tenants. TENANT shall:

- 1. Not make any disturbing noises;
- 2. Not play radios, stereos, televisions or musical instruments loudly;
- 3. Not do anything annoying to or that interferes with the neighbors of TENANT;

**47. ADDITIONAL PROVISIONS:**

**Landlord and Tenant agree to the terms and conditions in this LEASE:**

**Landlord:**

Royal Manor Apartments, LLC.  
Agent for the Owner

4. Not post or hang personal items in or around the UNIT so that other tenants can see them without getting the LANDLORD'S written approval.

b) TENANT will not allow any of TENANT'S family, employees or visitors to do anything that is not allowed in this LEASE.

c) If LANDLORD receives reports that TENANT is behaving in a disruptive manner or if TENANT unreasonably interferes with other tenants' enjoyment of their home, then the LANDLORD will contact TENANT and require that such behavior stop. If the TENANT continues to behave in a disruptive manner, then LANDLORD can **end** this LEASE and take any remedies available in the LEASE.

**39. DEATH OF TENANT:** If during the term of this LEASE TENANT dies and:

- 1) There are no other TENANTS listed on Page 1 of this LEASE when TENANT dies; and
- 2) LANDLORD receives a written notice from an authorized representative or executor of TENANT'S estate, then this LEASE will end **60** 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.

**40. UNENFORCEABLE LEASE CONDITIONS:** 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.

**41. TENANT'S APPLICATION:** If LANDLORD discovers that TENANT provided incorrect, misleading or false information on the application, then LANDLORD may **end** this lease.

**42. 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.
- d) LANDLORD and TENANT agree to give all notices to each other in writing delivered either personally, by First Class U. S. Mail or by certified mail.

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

**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.**

**44. REVIEW BY AN ATTORNEY:**

NOTICE TO TENANTS: You are giving up important consumer rights by signing this LEASE. 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.

**45. CONSUMER NOTICE**

ROYAL MANOR APARTMENTS, LLC. 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.

**46. VENUE OF LEASE**

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

_____	_____
XXXXXXXXXXXX	DATE
_____	_____
	DATE
_____	_____
	DATE