



Lease Agreement

This Agreement made this **14th** day of **April, 2022**, is between **412 Real Estate Solutions, LLC** (hereinafter referred to as "**Management**") and **Sai Mounic Maddu and Datta Goli** (hereinafter referred to as "**Residents**"). Management rents to Residents, and Residents rents from Management, property located at:

**1460 Blue Course Dr
Unit 24
State College, Pa 16801**

the full legal description of which is the same as recorded with the Clerk of the Superior Court of **Centre County**, and is made a part hereof by reference (hereinafter referred to as the "**Premises**"), under the following terms and conditions:

INTENDING TO BE LEGALLY BOUND, Management and Residents agree as follows:

1. Premises

- 1.1. The Management does hereby let and demise to the Residents the Premises upon the terms and conditions set forth in this Lease
- 1.2. Residents accept Premises in its present "**AS-IS**" condition and acknowledge that they have been given the right to inspect the same, and have approved the Premises condition. Residents acknowledge that a "Move-In Inspection Form" will be given prior to the start of the term and accept the responsibility to complete said form within seven (7) days of taking possession and return a completed, signed copy to Management. Failure to do so shall be Resident's acknowledgment that Premises is in perfect condition in every particular and that any damages, including breakage, burns and wear or otherwise not shown shall be Resident's responsibility and expense.

2. Term

- 2.1. The term of this Lease shall begin on **July 1st 2022**, and shall continue through and include **June 30st 2023**. **One (1) Year**. Thereafter, this Agreement shall be automatically renewed for a term of **twelve (12) months**. If either party does not wish to renew the lease, they must give the other party a minimum of **ninety (90) days** written notice before the end of the term.

3. Rent

- 3.1. As rent for the Premises, the Residents shall pay Management the sum of **\$2,200.00 each and every month** during the initial or an extended term of this Agreement..
- 3.2. Rent is payable monthly **in advance** without notice or demand on or before the **1st day of the month** (e.g. August's rent is due August 1st, and September's rent is due September 1st), without deductions.
- 3.3. Residents may pay rent online or by check or money order. Online payment options are available at the locations listed below in section 3.4, which Management will assist Residents in setting up an account prior to possession of the Premises. If Management changes online payment options, or if additional online payments options are available Management will provide Residents with the necessary information in writing. If Residents prefer to pay rent via a mailed check or money order, Residents may do so by mailing the check or money order to Management's address listed below in section 3.4. Mailing of rent by the due date does not constitute payment. Rent must be received at the office of management before 5:00pm on the due date of each month to be considered paid.
- 3.4.

Online Payment Portals

<https://www.apartments.com>

Management Mailing Address

412 Real Estate Solutions
1735 E. Carson St #379
Pittsburgh Pa 15203

Residents's Initials _____

- 3.5. Monies received are applied first to any outstanding additional rent, second to any outstanding rent, third to any unpaid fees or charges, fourth to any current rent, then fifth to any future rent to become due.
- 3.6. Cash will not be accepted for any reason by Management for payment of rent
- 3.7. Any rent payment made **beyond the due date** shall be subject to a **late payment penalty of \$5.00** for each day after the due date as additional rent. In the event collection of past due rent must be made by the Management at the Premises location, the Resident agrees to pay a \$30.00 collection fee as additional rent for each such attempted collection. The additional rent shall continue to accrue at the rate of \$5.00 per day until all rents, and any other amounts owed under this Agreement are paid in full. In the event any check given by Resident to Management is returned by the bank unpaid, Resident agrees to pay to Management \$50.00 as additional rent, and agrees to pay additional rent of \$5.00 per day after the **due date** until Resident's account is brought current. This charge will be waived if the bank verifies, in writing, the check was returned due to their error. Any returned check must be redeemed by cashier's check, certified check or money order. In the event more than one check is returned, Resident herewith agrees to pay all future rents and charges in the form of cashier's check, certified check or money order.
- 3.8. The Residents acknowledge that late payment of two (2) or more times during the term of the lease will require the Resident to set up an automatic direct monthly deposit with Management from the Residents financial institution. Late payment of three (3) or more times during the term of the lease may be grounds for termination of the lease by Management.
- 3.9. Should Residents hold over on the Premises after expiration of the term or any extension of this Agreement and with the consent of Management, the possession shall not be construed as a renewal for the same term, but shall be construed as a month to month tenancy in accordance with the terms hereof, as applicable, and Rental shall be charged at a rate 2x higher than the Rent as contained in Section 3.1. There shall be no renewal of this Agreement by operation of law.

4. Security Deposit

- 4.1. As security for the performance of all of the covenants and obligations under this Lease, Residents shall deposit with the Management at the inception of this Lease the sum of **one month's rent**, detailed in section 3.1.
- 4.2. In the event that any part or all of the security deposit is applied by the Management to cure any default(s), Residents shall restore the security deposit to its full amount within ten (10) days after receipt of written notice from the Management. Security Deposit will be held by Management.
- 4.3. Security Deposit will be returned in full to the Residents within thirty (30) days after the Premises is vacated by all occupants provided the following:
 - (a) Lease term or any extensions has expired or the Agreement has been terminated by both parties; *and*
 - (b) All monies due to Management by Residents have been paid in full; *and*
 - (c) Premises is not damaged and is left in its original condition, normal wear and tear except; *and*
 - (d) Carpets, walls, floors, appliances, bathrooms fixtures, and other areas of the house have been cleaned and ready for the new Residents. Residents shall provide proof that the carpets were professionally cleaned; and professionally treated for ticks and fleas, if detected or if pets were present; *and*
 - (e) All interior and exterior light bulbs are in working order in accordance to the guidelines detailed in section 11.7; *and*
 - (f) All new replacement filters are in stock and on Premises in accordance to the guidelines detailed in section 11.7; *and*
 - (g) All provided garage door openers (1) and garage door smart hubs (1) are accounted for and in working order; *and*
 - (h) All appliances and equipment are in their original working condition, normal wear and tear except; *and*
 - (i) Any remaining trash and other debris have been removed from the Premises; *and*
 - (j) All personal belongings and property (including vehicles parked in the parking lot) have been removed from the Premises; *and*
 - (k) Written notice to vacate has been given to Management at least 90 days prior to vacating; *and*

- (l) Residents allow Management to show the Premises to potential future Residents and Buyers and post signs during the 90 day notice period; *and*
- (m) Resident has returned all keys to Management; *and*
- (n) Resident has given Management their forwarding address; *and*
- (o) Residents have paid all final bills on all utilities that have been their responsibility under this Agreement

- 4.4. Fees may be applied by Management to satisfy all or part of Residents' obligations and such act shall not prevent Management from claiming damages in excess of the Security Deposit. Resident agrees to pay Management eighteen percent (18%) per annum on the unpaid balance of any charges for rent, repairs or any other damages sustained by Management under the terms of this Agreement, that are not covered by the Security Deposit and that are not paid within seven (7) days after vacating Premises. Regardless of the amount of Security Deposit paid, Residents agree to perform as outlined herein.
- 4.5. Residents agree not to apply any previously paid Security Deposit to any Rent Payment. Residents understand that management is required to pursue collecting on any expenses created by Residents' noncompliance with this agreement.

5. Utilities

- 5.1. Residents shall be responsible for the payment of the following utilities for the Premises;
- (a) Electricity,
 - (b) Natural gas,
 - (c) Internet,
 - (e) Additional cable packages
 - (f) Any additional services the Residents wish to have.
- 5.2. Residents are responsible for calling and setting up/transferring the account prior to the beginning of their term. If Residents fail to do so they will be responsible for any and all fees associated with this. This includes but is not limited to any shut-off/reactivation fees, transfer fees, or new account fees.
- 5.3. The Management will be responsible for the payment of the ;
- (a) municipal water/sewer bill,
 - (b) snow removal and lawn care
 - (c) refuse collection
 - (d) HOA fees.
- 5.4. Basic cable by Comcast is provided free of charge to the Residents. They are required to set up an account with Comcast to have access to this. If they wish to add any additional cable packages the Resident is responsible for paying for said additional packages.
- 5.5. If Residents wish to have any additional utilities or services added to the premise that require installation, the Residents must obtain written approval from Management and are responsible for all installation cost, and if necessary, removal cost and repairs.
- 5.6. Satellite dishes of any kind are not permitted on the Premises. If the Residents has a Satellite dish, or similar device, installed on the exterior of the Premises they will be fined \$500, plus all associated costs for removal and repairs to the exterior of the building. They will also be responsible for all associated zoning, housing, and HOA fees and fines associated with the installation or removal of said device.
- 5.7. During the winter months, the Residents are required to heat all rooms during the winter months, and are responsible for any damage that comes from failure to do so.

6. Renters Insurance

- 6.1. Residents agrees to purchase comprehensive insurance, known as a Renter's Insurance Policy, against all perils, including but not limited to insurance on personal property or property of other persons from protection of loss due to

Residents's Initials _____

or caused by theft, vandalism, bursting or breaking pipes, by or from fire, windstorm, hail, flooding, leakage, steam, snow or ice, by or from running water, backing up of drainage pipes, seepage, or the overflow of water or sewage on the Premises. Said policy shall include liability coverage of \$300,000.00 minimum and list Management as additionally named insured. A copy of said policy shall be provided to Management prior to the Residents taking possession of the Premises.

7. Possession

- 7.1. Residents will be permitted to occupy the Premise on the above start date of the Term if the following conditions are met **30 days prior** of the start date;
- (a) Residents have completed the required final application, passed the credit and background check, and provide proof of income; *and*
 - (b) This Agreement has been read in full and initialed and signed by all Residents; *and*
 - (c) **First and Last** months' rent, as detailed in section 3.1 has been paid in full; *and*
 - (d) The Security Deposit, as detailed in section 4.1, has been delivered to Management; *and*
 - (e) Proof of required renters insurance, as detailed in section 6.1, are delivered to Management.
- 7.2. If Residents fail to perform on any of the above requirements in section 7.1, the Residents relinquish the rights to take possession of Premises, and Management reserves the right to cancel the agreement, and keep any and all Security Deposits, and/or monies received for First and Last months' rent, that the Residents have paid in advance.
- 7.3. Should Management be unable to deliver possession of the Premises at the commencement of this Agreement, Management shall not be liable for damages caused thereby, nor shall this agreement be void or voidable, but Residents shall not be liable for any rent until possession is delivered. Rent will be prorated per day to the Resident as credit on the following month's rent for any day Management cannot deliver possession of the Premises to the Resident. Residents may terminate this Agreement if possession is no deliverable within seven (7) days of the start term hereof. If Residents wish to terminate the Agreement, Management is required to return any and all monies paid for rents or as a Security Deposit. As long as Premises are habitable, Residents may not unreasonably refuse to occupy.
- 7.4. This Agreement shall create the relationship of landlord and tenant between Management and Residents; no estate shall pass out of Management; Resident has only a usufruct and not an estate for years.

8. Assignment/Subletting and Early Release

- 8.1. Residents shall not have the right to assign their obligations under this Agreement or to sublet any part or all of the Premises without the prior written consent of Management. Any such assignment without prior written consent from Management may be grounds for immediate termination of this Lease.
- 8.2. Residents may be released from the obligations to pay the rents contained herein, as of the last day of the rental month, before the expiration of the initial term or any extensions by:
- (a) Giving Management a minimum of sixty (60) days **written** notice, *plus*
 - (b) Forfeit of the Security Deposit, unless **written** notice is given ninety (90) days in advance, *plus*
 - (c) Paying an amount equal to **two** month's rent as a **Release Fee**, *plus*
 - (d) Returning the Premises in a clean, undamaged ready-to-rent condition, *plus*
 - (e) Paying all monies (rent & utilities) due through the final month in which they occupy the Premises, *plus*
 - (f) Comply with all provisions outlined in section 4.3
- 8.3. If one or more Residents wish to vacate the Premises at the end of the term of this Lease or any subsequent renewal, they must provide Management with written notice at least ninety (90) days prior to the end of the term. If one or more Residents is remaining in the Premises, the remaining Residents(s) must enter into a new Lease Agreement with Management.

9. Condominium Association

- 9.1. Residents acknowledge The Condominium Association Fee ("HOA Fee") is a fee charged by the Condominium Association ("the HOA") and paid by the Management. This fee includes regularly scheduled lawn care, garbage

removal, exterior maintenance, snow removal, grounds and parking lot maintenance, water/sewage cost, and basic cable service from Comcast. If Management is informed of any unscheduled or irregular maintenance work that is to take place on the Premises, Management will provide the Residents with written information regarding when exterior maintenance will be carried out as soon as the Association informs the Management.

- 9.2. Residents agree to follow all requirements and regulations set forth in the Condominium Association Guidelines (“the Guidelines”) and further agree to maintain the Premises in accordance with the manner specified in the Guidelines. A copy of the Guidelines are available upon request.

10. Use of Premises

- 10.1. Residents shall use the Premises solely for residential purposes, “work from home” excluded, and shall be occupied by the undersigned adults and any recorded children **Only**. Occupancy of any guest staying over 14 consecutive days will be considered in violation of this agreement and additional monthly rent of \$200.00 per person shall be due, chargeable from the beginning date of this Agreement, unless prior written consent is given by Management. The Premises shall not be used for any other purpose without the prior, written consent of the Management.
- 10.2. Residents shall not cause or permit any pets to occupy the Premises at any time without first receiving written consent from the Management. Any additional unauthorized pets found on the Premises without written permission by management shall be removed by Resident and cleaning fee of \$500 shall be paid immediately to Management. Residents are responsible for any loss or damage caused by the pet(s). Residents agree that Management bears no responsibility for any damage, injury, or nuisance caused by the pet(s).
- 10.3. Residents shall not maintain any condition or make any use of the Premises that is in violation of any statute, regulation, ordinance or any rules or guidelines that may be issued by the HOA Association. Residents acknowledge it is their responsibility to request a copy of the Guidelines from Management. The Residents will be responsible for any fines levied or the cost of or repairs charged by the HOA Association resulting from their actions while living on the Premises.
- 10.4. Residents shall not deliberately or negligently destroy, deface, damage, or remove any part of the Premises or grounds nor unreasonably disturb the peace of the Management, other Residents or neighbors.
- 10.5. The Premises shall be used so as to comply with all state, county, and municipal laws and ordinances. The Residents shall not use the Premises or permit it to be used for any disorderly or unlawful purpose or in any manner.
- 10.6. Residents acknowledge that they take full responsibility of the act of their guest and any acts of their guest in violation of this Agreement and rules or regulations specified in this Agreement may be deemed by Management to be a breach by Residents.

11. Condition, Maintenance, and Repairs of Premises

- 11.1. Residents shall at all times maintain the Premises in a clean and sanitary condition, including all equipment and appliances therein and shall surrender the Premises upon termination of the Agreement in the same condition as received, normal wear and tear except. Should Residents fail to surrender the Premises in good condition, Residents acknowledge that Management may deduct the cost of returning the Premises to good condition from the Residents’ Security Deposit as stipulated in section 4. Residents shall be responsible for all damages caused by their neglect and that of their family, pets, or invitees and guests.
- 11.2. Residents shall maintain the exterior grounds in a clean and sanitary condition in accordance with the HOA Association’s guidelines. This includes no unapproved lawn items in the front or rear yards. Cigarette butts are also not permitted to be discarded anywhere on the Premises grounds. Smoking is not permitted inside the Premises, but is permitted outside the building, however cigarette butts must be discarded in an ashtray or suitable receptacle. Said ashtray or receptacle can not be stored outside of the Premises unless located on the back porch. Failure to do so could result in fines assessed by the condo association, along with any clean up charges.

- 11.3. Residents shall not make, or allow to be made, any alterations, installations, repairs or redecoration of any kind to the Premises without prior written permission of Management, provided, however, that notwithstanding such consent, Resident agrees that all alterations including, without limitation, any items affixed to the Premises, shall become the property of Management upon the termination of this Agreement. This includes, but is not limited to, ceiling fans, mini blinds, carpeting, fencing, lighting fixtures, shrubs, flowers, electric vehicle hookups etc. Removal of these items shall be considered theft subject to civil and criminal prosecution.
- 11.4. Residents shall maintain and continue the scheduled maintenance on the following items;
- (a) Water filters in the refrigerator, *and*
 - (b) Air filters in the central air system
 - (c) Dryer lint filter (General cleaning, no replacement needed)

Residents will receive brand new filters upon move-in, along with a second (2nd) replacement. It is the Residents responsibility to replace the filters when instructed so by the unit (Refrigerator or Nest Thermostat). Any additional filters during the Term, or any extension, is the sole responsibility of the Resident. It is the Residents duty to provide one brand new unused filter at the end of their term, or any extension. IF the Resident doesn't know how to replace either filter it is their duty to ask Management for instructions on how to perform such maintenance. Residents shall be responsible for all damages caused by their neglect, or damages caused while performing the maintenance.

- 11.5. In the event any appliance or equipment or the Premise itself needs unscheduled maintenance or repairs it is the Residents responsibility to inform Management and allow Management to organize and schedule said maintenance or repairs. If Residents fail to inform Management of needed maintenance or repairs, or does not allow Management the ability or organize and schedule said maintenance or repairs, the cost of the maintenance or repairs, and any additional damage caused by the neglect of the Residents, will be the full responsibility of the Residents.
- 11.6. All regularly scheduled maintenance on appliances or equipment or repairs will be the responsibility of Management. Management will attempt in good faith to schedule said maintenance around the Residents schedule with the Residents approval but can not guarantee the convenience. Management will inform Residents of all scheduled maintenance or repairs a minimum of 24 hours in advance to the scheduled time.
- 11.7. Upon possession of the Premises, Resident acknowledges that all interior and exterior light bulbs are in working order and provided with new LED bulbs of a consistent singular color temperature (Bright White). It is the Residents responsibility to maintain and replace, at their expense, any light bulbs if needed during the Term, or any extensions, with an equivalent color temperature, equivalent wattage equivalent, and style of the original bulb. No mismatched bulbs will be accepted. In the event the Residents have to replace a light bulb that involves a ladder or heights and the Residents are uncomfortable performing such a task, it is the Residents responsibility to inform Management of the necessary repairs. Resident acknowledges and understands that all bulb replacements requests will be handled by management as a courtesy, and will be performed at management's convenience.
- 11.8. Residents acknowledge the presence of a working smoke detectors in the Premises, and agree to test the detectors weekly for proper operation, and further agree to replace any batteries (if so equipped) when necessary. Residents further acknowledge that they understand how to test and operate the smoke detectors in the Premises. Residents also agree to repair or replace any inoperative smoke detectors immediately should it fail to operate properly during any test. If the Resident is unable to perform such repair they are required to inform Management immediately so Management may address the issue.

12. Rules, Regulations & Residents Responsibilities

- 12.1. **Locks and Burglar Alarms:** Residents are prohibited from adding locks to, changing or in any way altering locks installed on the doors of the Premises without written permission of Management. If the addition or changing of such locks is permitted, it is mandatory that the Residents immediately provide Management with keys to such locks. Residents are prohibited from installing a burglar alarm, changing or in any way altering any existing burglar alarm installed on the Premises without written permission of Management. If the installation or changing of such burglar alarm is permitted, it is mandatory that Resident shall immediately provide Management with all codes to such burglar alarm. Residents agree that Management is not liable for any unauthorized entry into dwelling of any kind

whatsoever.

- 12.2. **Telephones:** Residents are required to maintain or obtain a home phone or personal cell phone and must supply Management with home and work telephone numbers prior to occupying the Premises. If any Residents home, cell, or work telephone numbers change during the term, or any extensions, they must immediately notify Management of any changes. Residents are required to be reachable by phone for any emergencies Management deems necessary. If Residents at any point will be unreachable by phone, they must inform Management of such time frame, along with alternative ways to reach them if possible.
- 12.3. **Combustible Storage:** No goods or materials of any kind or description which are combustible or would increase fire risk, shall be stored on the Premises. Any storage shall be at Resident's risk and expense, Management shall not be responsible for any loss or damage.
- 12.4. **Walls and Picture Hangings:** No nails, screws or adhesive hangers are permitted except standard picture hooks, shade brackets, and curtain rod brackets may be placed in the walls, woodwork, or any part of the Premises. NO nails, screws, hooks, or adhesive hangers of any kind are permitted on any doors, or the exterior of the Premises.
- 12.5. **Pest Control:** Residents agree to provide pest control as needed. Any infestation shall constitute a default of this Agreement.
- 12.6. **Kerosene Heaters & Appliances:** Residents agree not to use any form of Kerosene space heater in the dwelling.
- 12.7. **Waterbeds & Liquid Furnishings:** Residents shall not have or keep any water bed in the dwelling without prior written permission of Management. A condition of approval is a waterbed insurance policy paid by Resident with Management listed as loss payee. Additionally no liquid filled furniture or receptacle containing more than ten gallons of liquid is permitted without prior written consent and fulfillment of any safety or other reasonable requirements of the Management. Residents also agree to carry insurance deemed appropriate by Management to cover possible losses that may be caused by such items; i.e. renters insurance.
- 12.8. **Vehicles:** Vehicles shall **NOT** be parked on the lawn at any time. Non-operative vehicles are not permitted on Premises. Any such non-operative vehicle may be removed by Management at the expense of Resident, for storage for public or private sale, at Management's option, and Resident shall have no right of recourse against Management thereafter. Boats, trailers, atvs, golf carts and any unregistered vehicles are not permitted to be parked on the Premises
- 12.9. **Basements:** Management in no way warrants any basement against any level of humidity or leakage of any kind at any time. A dehumidifier is provided as a courtesy by Management but is not an included appliance. The original dehumidifier provided at the beginning of the term must be returned with the Premises in working order.
- 12.10. **Smoking:** Smoking, of any kind, is not permitted inside the Premises. Smoking is only permitted outside of the building in designated areas. Cigarette butts, and similar items, are not permitted to be discarded anywhere on the Premises grounds and must be disposed of in a safe and sanitary fashion. Failure to do so will result in residents paying all cleaning fees associated with restoring the Premises to its original condition, including but not limited to professional deep cleaning of the interior carpets, walls, and ceiling, and any HOA fines/fees.
- 12.11. **Fires:** No open fires are permitted anywhere on the Premises, per city regulations, with the exception of charcoal and propane grills, cordwood, or 3 hour logs. These items must be burned in an approved and appropriate container. The Residents are responsible for any damage to the Premises or grounds resulting in the use of the above-approved items. If an open fire violation occurs the Residents will be held responsible for any and all fine, repairs, and cost associated with the act.
- 12.12. **Recycling & Garbage:** State law mandates that all residents recycle. Proper receptacles are provided and must be used. All garbage setout for collection must be placed in the provided receptacle, or in tightly secured garbage bags. No loose garbage is permitted. Failure to do so could result in fines assessed by the HOA.

13. Abandonment

- 13.1. The Premises will be considered abandoned by the Residents if;
- (a) The Residents gives the Management notice that they will not return to the Premises; *or*
 - (b) The Residents removes their personal belongings from the Premises, fail to pay the rent, and do not return for seven (7) days; *or*
 - (c) The Residents fail to pay the rent and do not return to the Premises for fifteen (15) days; *or*
 - (d) The Residents are unreachable by phone for more than seven (7) days and have not provided Management with an alternative way of communication, as required by section 12.2, have failed to pay the rent, and Management has left written notice at the Premises requesting communication.
 - (e) The Residents leave personal belongings in the Premises or on the connected HOA owned property and parking lot after the end of the lease. Any Residents' property left on the Premises beyond the end of the lease shall be considered abandoned and be forfeited to the Management. The Residents shall be responsible for any cost related to the removal and cleanup of said property, including but not limited to hiring movers and disposal personnel to remove abandoned property. This includes any vehicles left on the Premises or connected parking lot, which Management reserves the right to have towed, disposed of, sold, or classified as abandoned by the DOT at the Residents expense.
- 13.2. If the Residents abandon the Premises, Management may, at its option, declare this Agreement forfeited and re-rent said Premises without any liability whatsoever. Residents shall be obligated to pay based on the balance of the rental agreement or the early termination requirement, whichever is greater. If Resident removes or attempts to remove any personal property from the Premises other than in the usual course of continuing occupancy, without having first paid Management all monies due, Management shall have the right, without notice, to obtain an injunction to stop removal as Management has an attachment interest in the personal belongings of the non-paying Resident.
- 13.3. If the Residents abandon the Premises, the Management may enter and relent the Premises. In this case, Management shall also have the right to remove, store or dispose of any of Resident's personal property remaining on the Premises after the termination of this agreement. Any such personal property shall be considered Management's property, and title thereto shall vest in Management
- 13.4. If the Residents abandons the Premises, and/or any of the Resident's personal property remains on the Premises after the termination or end of this agreement, or any extension, Management may elect to charge a storage fee of \$50 per day till the Resident's personal property is removed and collected.

14. Default by Resident

- 14.1. A "Default" of this Agreement occurs whenever one of the following happens;
- (a) Residents fail to make a payment of rent, or any utilities that Management pays but Residents reimburse Management for, by the date due (including any applicable grace period as specified in the terms of this Agreement); *or*
 - (b) Residents fail to cure any breach of any of the terms of this Lease within seven (7) days after service of a written notice of such breach; *or*
 - (c) Residents abandon the Premises as is detailed above in section 13.
- 14.2. In the event of a Default, Management, at its option, shall have the immediate right to terminate this Lease, and recover possession of the Premises, including any abandoned property of the Residents, unless Residents, within twenty-four (24) hours after notice thereof, shall cure such default.
- 14.3. If Residents abandons or vacates the Premises, while in default of the payment of rent, Management may consider any property left on the Premises to be abandoned and may dispose of the same in any manner allowed by law, without responsibility or liability therefore. All personal property at the Premises is hereby subject to a lien in favor of Management for payment of all sums due hereunder, to the maximum extent under law.
- 14.4. Upon the adjudication of Resident in Bankruptcy, or if any facts contained in Resident's application are untrue or misleading, then, upon the happening of any of said events, Resident shall be in default hereunder and Management may, at its option, immediately terminate this Agreement by written notice to Resident.

- 14.5. In the event of a default by Resident, Management may elect to;
- (a) continue this Agreement and enforce all of Management's rights and remedies hereunder, including the right to recover the rent as it comes due, or
 - (b) at any time, terminate all of Resident's rights hereunder and recover from Resident all damages Management may incur by reason of the breach of this Agreement, including the cost of recovering the Premises, and including the worth at the time of termination, or at the time of an award should a suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which Resident proves could be reasonably avoided.

15. Accuracy and Responsibility

- 15.1. Management has relied upon the information contained in Resident's application to enter into this Agreement. Residents warrant that their rental application is true, complete and accurate. Resident agrees that if they have falsified any statement in the rental application, Management has the right to terminate this Lease Agreement immediately and further agrees that Management shall be entitled to retain any performance fee and any prepaid rents as fair and just liquidated damages.
- 15.2. Residents further agree that in the event Management exercises its option to terminate this Lease Agreement, they will remove themselves, family and possessions from the Premises within 24 hours of notification by Management. Resident further agrees to indemnify Management for any damages to Premises including, but not limited to, the cost of making residence suitable for renting another Resident, and waives any right of "set-off" for the performance fee and prepaid rents which shall be forfeited as fair and just liquidated damages.
- 15.3. It is expressly understood that this Agreement is between Management and each Residents, who shall always be jointly and severally liable for the performance of every agreement and promise made herein. In the event of default by any one Resident, each and every remaining Resident shall be responsible for timely payment of full rent and all other provisions of this Agreement.

16. Management Entry & Right of Access

- 16.1. Management or Management's agent shall have the right to enter the Premises at reasonable times in order to:
- (a) Inspect the Premises
 - (b) Make repairs, alterations, or improvements
 - (c) Supply services
 - (d) Show the Premises to prospective buyers or Residents, mortgage lenders, contractors or insurers
- 16.2. Management will endeavor to provide Residents with at least twenty-four (24) hours' notice prior to such entry.
- 16.3. In cases where emergency entry is necessary, Management will endeavor to provide Residents with as much notice as possible, however, Residents acknowledge that Management or his agent may enter the Premises without notice to perform emergency repairs or otherwise resolve emergency or urgent situations.
- 16.4. If the locks have been changed without written notice and providing Management with a key, Management may forcibly enter without being liable for damage or unlawful entry. Residents will be responsible for all repairs resulting in a forced entry.
- 16.5. Management reserves the right to enter the Premises in the event that the Residents can not be reached via the provided cell phone numbers provided as is required in section 12.2 for longer than seventy-two (72) consecutive hours as wellness check. In the event that the Residents know they will be unreachable via telephone for an extended period of time, it is the Residents responsibility to inform Management and if possible provide alternative ways to communicate in case of emergencies.

17. Management Rights & Responsibilities

- 17.1. Management promises to:
- (a) Maintain the Premises in the manner required by law.
 - (b) Keep the Premises in good repair and working order.

- (c) Continue all services and utilities that the Management has agreed to provide.
- (d) Allow the Residents to enjoy the Premises without interference for the term, and any extensions, of this Agreement so long as the Residents obeys all the terms as set forth herein.

- 17.2. The Residents waive the Notice To Quit otherwise required by law. This means that the Management may require the Residents to vacate and surrender the Premises immediately with no prior notice upon a default of the terms of this lease. As defined in Section 13, a default occurs under this Lease whenever Residents fail to make a payment of rent or the Residents fail to cure any breach of any of the terms of this Lease within fifteen (15) days after service of a written notice of such breach.
- 17.3. If the Residents default on the terms of this Lease, the Management may immediately terminate the Lease and file an eviction action in order to retake possession of the Premises.
- 17.4. In addition to ending this lease and evicting the Residents, the Management may sue the Residents for unpaid rent, other damages, losses, or injuries. If the Management gets a judgment for money against the Residents, the Management can use the court process to take the Residents' personal goods, furniture, motor vehicles and money in banks. The Management may also be able to attach the Residents' wages to recover money for damages done to the Premises.
- 17.5. The Management may recover reasonable legal fees and costs from the Residents for any legal actions relating to the payment of rent and/or recovery of the Premises
- 17.6. Failure of Management to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any violation, nor shall any acceptance of a partial payment of rent be deemed a waiver of Management's right to full amount.
- 17.7. In the event that Management must resort to litigation in order to pursue any remedies for breach under this Agreement, Residents shall be responsible for all reasonable attorney fees and litigation costs incurred by the Management in enforcing all of the provisions of this Agreement.
- 17.8. All remedies under this Agreement or by law or equity shall be cumulative. In the event that either Management or Resident brings legal action to enforce the terms hereof or relating to the rental Premises, the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees. In the event a collection agency becomes necessary to collect any accounts due on this Agreement, Residents agree to pay said commission. If any term or provision of this Agreement or application thereof to any person shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

18. Management's Permission or Consent, and Notices

- 18.1. If any provision of this Agreement requires the written permission or consent of Management as a condition to any act of Resident, such written permission or consent may be granted or withheld in the sole discretion of Management and/or may contain such conditions as Management deems appropriate and shall be effective only so long as Resident complies with such conditions. Moreover, any written permission or consent given by Management to Resident may be modified, revoked, or withdrawn by Management at any time, at Management's sole discretion, upon written notice to Resident.
- 18.2. Any notice required by this Agreement, except as otherwise set forth shall be in writing and shall be deemed to be given if delivered personally or mailed via first class mail.
 - (a) If to Resident, to the Premises or the last known address of Resident;
 - (b) If to Management, to the address as contained in section 3.4

19. Eviction

- 19.1. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with applicable state law. Any and all claims, controversies or disputes arising out of or relating to this Agreement, or the breach thereof, which remain unresolved after direct negotiations between the Parties, then

Residents's Initials _____

Management shall automatically and immediately have the right to assert all legal and contractual remedies to enforce this Agreement and, without limitation to any other remedy, may take out a Dispossessory Warrant and have Residents and any other occupants and all possessions evicted and removed from the Premises. Should Resident answer said Dispossessory Warrant, Resident hereby agrees to pay into the registry of the trial court all monies contained on said Dispossessory Warrant plus all rents due through the court date. Management then has the option to continue the case in court or to notify the trial court and the tenant to have the case submitted to confidential mediation in accordance with the rules, procedures, and protocols for mediation of disputes of applicable state law then in effect. If any issues, claims or disputes remain unresolved after mediation concludes, the Parties agree to submit any such issues to binding arbitration before one/three arbitrator(s) in accordance with the rules, procedures, and protocols for arbitration of disputes of applicable state law then in effect. The parties further agree that the award of the arbitrator(s) is binding upon the Parties, that all expenses of such mediation and arbitration shall be borne by the losing Party and that any judgment upon the award rendered may be entered into any court of competent jurisdiction. Whenever, under the terms hereof, Management is entitled to possession of the Premises, Residents will surrender same to Management in as good condition as at present, ordinary use and wear excepted, and Resident will remove all of Resident's effects therefrom, and Management may forthwith re-enter Premises and repossess thereof and remove all persons and effects therefrom using such force as necessary without being guilty of forcible entry or detainer, trespass or other tort. Resident is hereby advised that if such action is necessary, a judgment may be rendered against Resident for full damages including rent, eviction costs, and any additional costs. Residents shall also be responsible for the early termination fees as contained in paragraph 7 of this Agreement. If said costs are not paid as ordered, monies may be collected through garnishment against wages and judgments may be recorded with credit bureaus and may be assigned to a collection agency for collection with said costs of collection being the responsibility of the Resident.

20. Death of a Resident

- 20.1. In the event of the death of any of the Residents in during the Term, or any extension of, this Agreement the executor or administrator of the estate of a tenant who dies during the term of a residential lease shall have the option to terminate the lease upon fourteen days' written notice to the landlord on the later of;
- (a) The last day of the second calendar month that follows the calendar month in which the Resident died; *or*
 - (b) Upon surrender of the rental unit and removal of all the Resident's personal property;
- 20.2. Nothing under this section shall be construed to relieve the tenant's estate of liability for rent money or any other debt incurred prior to the date of termination of the lease, including damages to the Premises and any expenses the landlord may incur as a direct result of the tenant's death, except that the tenant's estate shall not be liable for damages or any other penalty for breach or inadequate notice as a result of terminating a lease.
- 20.3. If there are more than one Resident, if the remaining Residents wish to continue the Agreement, they may do so under the following conditions;
- (a) If any monies are owed to management per the requirements of this Agreement, the remaining Residents pay in full at current balance owned; *and*
 - (b) Enter into a new Lease Agreement with Management per Management's approval.

21. Property Losee & Liability

- 21.1. Management shall not be liable for damage, theft, vandalism, or other loss of any kind to Resident's personal property or the personal property of Resident's family members or guests. Management shall not be responsible or liable for any injury, loss or damage to any person or property of Resident or any other person.

22. Negligence

- 22.1. Residents and Management are each responsible for their own negligence and/or the negligence of their guests, family, or any others they permit on the Premises. Management is not required to make or pay for repairs caused by the negligent conduct or the willful misconduct of the Residents or any person on the Premises with the Residents' permission.

23. Joint and Several Liability

- 23.1. The liability of all of the parties identified as “Residents” under this Agreement shall be joint and several. Each Resident is jointly and severally liable for all Agreement obligations. If any Residents, guests, or occupant violates the Agreement, all Residents are considered to have violated the Agreement. Further, Management’s requests and notices to any one Residents constitute notice to all Residents. Notices and requests from any one Residents or occupant (including repair requests and entry permissions) constitute notice from all Residents. In eviction suits, each Residents is considered the agent of all other Residents in the Premise for service of process. A notice of intention to vacate must be signed by all Residents or it will not be considered valid.

24. Guarantee

- 24.1. In the event that, at the time of application the Management notified the Residents that a guarantor was required, this Agreement shall not be binding upon the Management until the guarantor has executed and delivered to the Management such documents as the Management may reasonably require.

25. Indemnification

- 25.1. Management shall not be liable for any damage or injury to Resident, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Management, his agents, or his employees. Resident does hereby indemnify, release, and save harmless Management and Management agents from and against any and all suits, actions, claims, judgments, and expenses arising out of or relating to any loss of life, bodily or personal injury, property damage, or other demand, claim or action of any nature arising out of or related to this Agreement or the use of this property and premises.

26. Binding Effect

- 26.1. This Agreement shall be binding on the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

27. Severability

- 27.1. In the event that any part of this Agreement be construed as unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though the unenforceable part or parts were not written into this Agreement.

28. Gender

- 28.1. All references to Residents herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context of this Agreement may require.

29. Entire Agreement

- 29.1. This Agreement and any attached addendum constitutes the sole and entire Agreement between the parties and no representation, promise, or inducement not included in this Agreement, oral or written, shall be binding upon any party hereto.

30. Fire Safety Certification Agreement

- 30.1. The owner and Management of the rental unit at **1460 Blue Course Drive, Apt 24** hereby certifies to all Residents that effective **June 28th 2022** all fire extinguishers, smoke alarms, and carbon monoxide detectors were in working condition and the fire extinguisher has been inspected within the last year and is in a ready condition in the above mentioned rental unit. In accordance with provisions of the Municipal Ordinance #932, Owner/Management hereby informs the Residents that it shall be the responsibility of the Residents to verify that the life safety equipment, smoke alarms, and carbon monoxide detectors where provided are in working condition and the fire extinguisher is inspected and charged, sign the certification and return it to the landlord. All tenants on a lease shall sign the Certification.

- 30.2. As stated in Ordinance #932 any Residents or Owner/Management failing to execute the Certification shall be in violation of this section and subject to the penalties set forth in Section 106.3 Neither the Owner nor the tenant(s) shall be responsible for the failure of any other party to execute the Certification

30.3. As per Ordinance #932 the Residents are required to report a deficiency to management or maintenance immediately after the deficiency is detected or if the system is malfunctioning. Any deficiency in any life protections system is a serious issue and the tenant(s) should contact one of the following individuals below immediately in the following order.

Phillip Salone (*Manager*)
(412) 440-7742

Sam Mannino (*Person-in-charge*)
(814) 692-4001

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized, the day and year above written. If this Agreement is not signed by all the Residents named herein and/or on rental application, the one(s) signing warrants that he or she has the authority and is acting as agent to sign for the other.

_____(SEAL) _____
RESIDENT (Print Name) _____ DATE _____ Social Security Number: _____
Sai Mounic Maddu

_____(SEAL) _____
RESIDENT (Print Name) _____ DATE _____ Social Security Number: _____
Datta Goli

_____(SEAL) _____
MANAGEMENT (Authorized Representative) _____ Date _____
Phillip Salone, 412 Real Estate Solutions LLC

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT, ASBESTOS, MOLD AND RADON HAZARDS

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, landlords must disclose the presence of known leadbased paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

Lessor's Disclosure (initial):

- _____ (a) Presence of lead-based paint or lead-based paint, asbestos, mold and radon hazards (check all that apply):
- Known lead-based paint and/or lead-based paint are present in the housing (explain).

- Known asbestos ; mold ; and/or radon hazards are present in the housing (explain).

- Management has no knowledge of lead-based paint and/or lead-based paint hazard in the housing.
- Management has no knowledge of asbestos ; mold ; or radon hazards in the housing.
- _____ (b) Records and reports made available to the Management (check one below):
- Management has provided Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint, asbestos, mold and/or radon hazards in the housing (list documents below). _____
- Management has no reports or records pertaining to lead-based paint and/or lead-based paint, asbestos, mold and/or radon hazards in the housing.

Resident's Acknowledgment (initial):

- _____ (c) Resident has received copies of all information listed above, if applicable.
- _____ (d) Resident has received the pamphlet *Protect Your Family From Lead in Your Home*.

Certification of Accuracy:

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.

Resident	Date	Resident	Date
Management	Date		