

LEASE

THIS IS A RESIDENTIAL LEASE. EACH TENANT SHOULD READ THIS LEASE CAREFULLY. TENANTS SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

1. NAMES OF LANDLORD AND TENANT

Landlord(s): Erick Jackson and Representatives of Splendid Acres LLC _____

Tenant(s): Randi Toth _____
Dennis Corbaci Jr. _____

2. LEASED PROPERTY. The leased property is the place that Landlord agrees to lease to Tenant. The leased property is:

Street: 1363 Frankstown Rd _____ **Apt#:** G1 _____

City: Johnstown _____ **State:** PA _____ **Zip:** 15902 _____

3. STARTING AND ENDING DATES OF LEASE AGREEMENT. This

lease starts on: December 10, 2018 _____ **and ends** December 09, 2019 _____.

At the end of this term. Tenant will sign a new lease, or issue a 60 day notice to vacate prior to term. It is agreed that if this lease is not carried to term that Tenant will continue to pay for months and/or prorated days of vacancy during this agreed term. It is also agreed that Tenant will forfeit their security deposit if this term is not completed; however, Tenant may find qualified candidates via marketing by social media, newspaper, etc. If 60 day notice to vacate has been issued to Landlord and a qualified applicant inhabits this said property within two weeks of move out date, then security deposit will only be retained as specified under Item 5 minus the prorated days within those two weeks. It is imperative that a potential candidate goes through the entire application process.

4. RENT. The amount of rent is: \$ 750 .

Tenant agrees to pay the rent in advance on or before the 20th day of each month. A discount of \$ 50 shall be given for each monthly rental payment that is received by the Landlord on or before the 25th day of the month during which the rental payment is due.

Notice to vacate property will be issued if rent is not received by the 1st of the month. All fees that Landlord acquires because of late rent will be the responsibility of the tenant. Landlord does not have to ask (MAKE DEMAND UPON) Tenant to pay the rent. Tenant agrees to pay rent by:

Payment on Cozy.co or Walk-in Deposit at any FNB location - must be followed by a confirmation text

5. SECURITY DEPOSIT.

Tenant agrees to pay a security deposit of \$ 700 . Tenant agrees to pay the security deposit to Landlord before the lease starts and before Landlord gives possession of the leased property to Tenant.

Landlord can take money from the security deposit to pay for any damages caused by Tenant, Tenant's family and Tenant's guests.

Landlord may take the security deposit to pay for any unpaid rent; however, Tenant may not use the SD as payment of the last month's rent. After taking out for damages and unpaid rent, Landlord agrees to send to Tenant any SD money left over. Landlord will send the remaining SD money to Tenant no later than 90 days after the lease ends and Tenant leaves. Landlord also agrees to send to Tenant a written list of damages and amounts of money taken from the security deposit.

Tenant agrees to give Landlord a written forwarding address when Tenant leaves and the lease ends. Tenant may not use the security deposit as payment of the last month's rent.

6. LANDLORD'S DUTY AT THE START OF THE LEASE.

Landlord agrees to give Tenant possession of the leased property on the starting date of the lease. The lease will start even if Landlord cannot give Tenant possession of the leased property because the prior Tenant is still in the leased property or the leased property is damaged. IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION OF THE LEASED PROPERTY TO TENANT.

- 7. DAMAGE TO LEASED PROPERTY.** Tenant agrees to notify Landlord immediately if the leased property is damaged by fire or any other cause. Tenant agrees to notify Landlord if there is any condition in the leased property that could damage the leased property or harm tenant or others. If Tenant cannot live in the whole leased property because it is damaged or destroyed, Tenant may:

 - 1.) live in the undamaged part of the leased property and pay less rent until the leased property is repaired; **OR**
 - 2.) end the lease and leave the leased property. Tenant agrees that if the leased property is damaged or destroyed and Tenant ends the lease, Landlord has no further responsibility to Tenant.

- 8. INSURANCE.** Landlord agrees to have insurance on the building where the leased property is located. Tenant's own property is not insured by Landlord's insurance. Tenant is responsible for Tenant's own property that is located in the leased property. Tenant is advised to have rental insurance.

- 9. TRANSFERS BY TENANT.** Tenant agrees not to transfer this lease to anyone else without the prior written permission of Landlord. Tenant agrees not to lease all or any part of the leased property to anyone else without the prior written permission of Landlord. Tenant agrees that if tenant transfers this lease or leases all or a part of the leased property to another, tenant has broken this lease, and thereby forfeited security deposit. If approved, the receiving party of lease must pay for and fill out rental application, and sign new lease documents.

- 10. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE.** Landlord is responsible for all damage to property or injury to people that is the fault of Landlord or people employed by Landlord at the leased property. Tenant is responsible for all damage to the leased property and injury to people caused by Tenant, Tenant's family or guests. Tenant agrees that Landlord is not responsible to Tenant, Tenant's family or guests for damage or injury caused by water, snow or ice that comes on the leased property unless Landlord was at fault.

- 11. USE OF LEASED PROPERTY.** Tenant agrees to use the leased property only as a residence. Tenant agrees to obey all federal, state and local laws and regulations when using the leased property. Tenant agrees not to store any flammable or dangerous things in or around the leased property. Tenant agrees not to do anything in or around the leased property which could harm anyone or damage any property. Tenant agrees that Tenant will not allow more than ²_____ (person/people) to live in the leased property without the prior written permission of Landlord. Tenant agrees that no additional people will reside in the leased property for more than five (5) days a month without Landlord's prior written permission.
- 12. RULES AND REGULATIONS.** Tenant agrees to obey all Rules and Regulations for the leased property. If Tenant breaks any Rules or Regulations for the leased property Tenant breaks this lease and will forfeit security deposit. In the event that Rules and Regulations are broke Landlord may request a new lease with new security deposit. The Rules and Regulations for the leased property are attached to this Lease.
- 13. LANDLORD'S RIGHT TO PUT A MORTGAGE ON THE LEASED PROPERTY.** Tenant agrees that Landlord has the right to put a mortgage on the leased property. If Landlord has a mortgage on the leased property now, or if Landlord gets a mortgage later, Tenant agrees that this lease is lower in right to the mortgage that the Landlord has put on the leased property.
- 14. CARE OF LEASED PROPERTY.** Tenant is responsible for, and will take good care of, the leased property and all of the property in and around the leased property. Tenant agrees to pay for any damage which is the fault of Tenant, Tenant's family and Tenant's guests. Tenant agrees to move out and give back the leased property to Landlord when the lease ends.
- 15. HAZARD NOTIFICATION.** The winter time of year proves to be a very trying time to say the least. Salt covered vehicles, slushy roads, and icy driveways just to name a few. Please be advised that it is tenants responsibility to ensure proper traction to and from vehicles, and Landlord will not be held liable for any falls or injuries associated with

ice, snow, pot holes, or uneven pavement. It is recommended that each tenant keep a pair of traction cleats, or a bag of salt handy to put on driveway for icy conditions, and to use situational awareness while navigating the terrain on said property.

16. LANDLORD’S RIGHT TO ENTER LEASED PROPERTY. Tenant agrees that Landlord and people working for Landlord may go into the leased property at reasonable times. Landlord and people working for Landlord may inspect, make repairs, do maintenance, and show the leased property to others. If the Tenant does not wish the Landlord nor representatives of the Landlord to show the apartment in which tenant is residing, then tenant must pay in advance a “no-show-fee” which is equivalent to one month of rent.

17. UTILITY SERVICES. Tenant agree to pay for the charges (checked items) for utilities and services supplied to the leased property as follows:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Television | <input type="checkbox"/> Heat |
| <input checked="" type="checkbox"/> Cable | <input type="checkbox"/> Refuse Collection |
| <input checked="" type="checkbox"/> Internet Service | <input type="checkbox"/> Lawn Maintenance |
| <input checked="" type="checkbox"/> Electric | Snow Removal: |
| <input type="checkbox"/> Water | <input type="checkbox"/> Driveway |
| <input type="checkbox"/> Natural Gas | <input checked="" type="checkbox"/> Sidewalks |
| <input type="checkbox"/> Sewer Charges | |

Landlord has the right to turn off service to the leased property in order to make repairs or to do maintenance.

17. APPLIANCES / FIXTURES / FURNITURE. The following checked items are located at the leased property:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> Stove | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Range | <input checked="" type="checkbox"/> Washer in Commons area |
| <input type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Dryer in Commons area |
| <input type="checkbox"/> Clothes Washer | |
| <input type="checkbox"/> Clothes Dryer | |
| <input type="checkbox"/> Garbage Disposal | |

18. WHAT HAPPENS IF TENANT BREAKS ANY AGREEMENTS IN THIS LEASE. WHEN TENANT DOES NOT DO SOMETHING THAT TENANT HAS AGREED TO DO, TENANT BREAKS THIS LEASE.

IF TENANT BREAKS THIS LEASE, TENANT MAY LOSE TENANT'S SECURITY DEPOSIT.

IF TENANT BREAKS THIS LEASE, LANDLORD ALSO CAN SUE TENANT FOR OTHER EXPENSES AND MAY GO TO COURT TO REMOVE TENANT FROM THE LEASED PROPERTY.

IF THERE IS ONLY ONE TENANT ON THIS LEASE, THEN THE LANDLORD CAN ONLY SUE ONE TENANT FOR THAT TENANT'S BREAKING THE AGREEMENTS MADE IN THIS LEASE.

IF THERE IS MORE THAN ONE TENANT, THEN THE LANDLORD CAN SUE ALL TENANTS TOGETHER AS A GROUP.

TENANT BREAKS THIS LEASE IF TENANT:

- 1.) DOES NOT PAY RENT OR OTHER CHARGES TO LANDLORD ON TIME
- 2.) LEAVES THE LEASED PROPERTY WITHOUT INTENDING TO RETURN OR WITHOUT ACTUALLY RETURNING AND WITHOUT THE LANDLORD'S PERMISSION BEFORE THE END OF THE LEASE
- 3.) DOES NOT LEAVE THE LEASED PROPERTY AT THE END OF THE LEASE
- 4.) DOES NOT DO ALL OF THE THINGS THAT TENANT AGREED TO DO IN THIS LEASE

IF TENANT BREAKS THE LEASE, EACH TENANT AGREES TO GIVE UP THE RIGHT TO HAVE A NOTICE TO LEAVE, ALSO KNOWN AS A NOTICE TO QUIT. THIS MEANS THAT THE LANDLORD MAY FILE A LAWSUIT IN COURT ASKING FOR A COURT ORDER EVICTING EACH TENANT FROM THE LEASED PROPERTY WITHOUT GIVING EACH TENANT NOTICE TO QUIT FIRST. LANDLORD DOES NOT HAVE THE RIGHT TO THROW TENANT OUT OF THE LEASED PROPERTY. THE LANDLORD CAN ONLY EVICT TENANT BY COURT ACTION.

THE LANDLORD DOES NOT HAVE THE RIGHT TO SUE IN COURT FOR EVICTION UNLESS A TENANT HAS BROKEN THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH TENANT IS GIVING UP NOTICE TO QUIT, EACH TENANT WILL HAVE A CHANCE IN COURT TO HAVE A JUDGE DECIDE ON LANDLORD'S CLAIM FOR EVICTION.

IF TENANT BREAKS THE LEASE AGREEMENT, THE LANDLORD MAY SUE EACH TENANT IN COURT:

- 1) TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY TENANT'S BREAKING THE AGREEMENTS IN THE LEASE.**
- 2) TO GET THE LEASED PROPERTY BACK (EVICTION)**
- 3) TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER PERSON MOVES INTO THE LEASED PROPERTY AS A NEW TENANT.**

IF LANDLORD WINS A LAWSUIT AGAINST TENANT, LANDLORD CAN USE THE COURT PROCESS TO TAKE TENANT'S PERSONAL GOODS, FURNITURE, MOTOR VEHICLES AND MONEY IN BANKS.

TENANT AGREES THAT LANDLORD MAY RECEIVE REASONABLE ATTORNEYS' FEES AS PART OF A COURT RULING IN A LAWSUIT AGAINST TENANT FOR BREAKING THE AGREEMENTS OF THIS LEASE.

CHECK-OUT PROCEDURE

1. Notify Landlord of your exact moving date (subject to the terms of your Lease).
2. Return all keys and furnish a forwarding address.
3. Carpet must be shampooed and free of spots.
4. Hardwood or tile floors must be cleaned and waxed.
5. All furniture must be cleaned (vacuumed, dusted, and polished).
6. Drapes must be washed or dry cleaned, depending on fabric. CONTACT LANDLORD FOR PROPER METHOD FOR YOUR PREMISES.
7. Stove (including ovens), refrigerator, exhaust fan, and bath must be thoroughly cleaned. Unplug refrigerator, and leave doors open.
8. All light fixtures, doors, radiators, and cupboards must be clean.
9. Windows must be washed on the inside.
10. Remove all personal effects, including food and trash.
11. Turn off Hot Water Breaker.

Please remember that there will be charges against your security deposit if the above check-out procedures are not complied with, and also if there is damage beyond normal wear and tear.

RULES AND REGULATIONS

The Rules and Regulations below are part of the Lease Agreement between Landlord and Tenant. As set out in the Lease Agreement, violation or breach of any of the Rules and Regulations is a breach of the terms and conditions of the Lease Agreement and the non-breaching party shall be entitled to exercise any or all of the remedies provided in the Lease Agreement.

1. No alternate heating sources such as kerosene heaters and space heaters shall be permitted to be operated within the Leased property without the prior consent in writing of Landlord.
2. Tenant shall not place or permit to be placed or store any items on any window sills, ledges, or balconies.
3. No window treatments, awnings, draperies, or umbrellas shall be installed in the Leased property without the prior consent in writing of Landlord.
4. Tenant shall observe “quiet hours” between the hours of 11:00 p.m. and 9:00 a.m. daily.
5. Tenant shall not install shelving, picture hooks, wallpaper, paint or alter in any way the features of the Leased property without the prior consent in writing of Landlord.
6. Tenant is not permitted to operate or maintain any grilling device at the Leased property.
7. Tenant shall be responsible for testing all fire warning devices such as smoke detectors and fire alarms within the Leased property and shall notify Landlord if any fire warning or fire abatement device is not functional. Tenant shall not disable, or permit to be disabled, any fire warning device or discharge or fire extinguisher.
8. Tenant agrees that no other occupant will reside in the Leased property more than Five (5) days a month without the prior consent in writing of Landlord.
9. No radio or television reception devices such as antennas and satellite dishes shall be installed at the Leased property.
10. Tenant shall not permit the premises to be unoccupied for longer than Five (5) consecutive days without notifying the Landlord.
11. Tenant shall provide appropriate containers for trash and rubbish, shall keep the Leased property and the common areas free from litter and rubbish and shall maintain all trash containers at in Dumpster.
12. Tenant is fully responsible for the conduct of every one of Tenant’s guests to the Leased property, who must also observe these Rule and Regulations. A guest’s breach of these Rules and Regulations is a breach of the Lease Agreement.

Notes:

All of our units are non-smoking. Smoking in the apartment can be cause for immediate eviction
Dennis agrees to work for the agreed upon rate of \$13/hr and put this amount towards the first month rent. This will be for items discussed - some painting and cleaning. No more than 10hrs should be needed. The move-in date remains the 10th of Dec, 2018 regardless of completion. Upon the end of this lease there will need to be a safety inspection of all appliances, plumbing, electrical, ect.

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS, DOCUMENTIN THIS LEASE.

12/04/18

DocuSigned by:
Dennis Corbaci
DD4CD6C9D72347B...

Date

Tenant

12/04/18

DocuSigned by:
Randi Toth
41C9BE8E1D8B475...

Date

Tenant

Date

Guarantor

12/3/18

DocuSigned by:
Erick Jackson
69D6629873CE453...

Date

Landlord

Date

Landlord

GUARANTY OF LEASE

This document applies for minors or those with limited rental history or those with questionable credit worthiness.

In order to induce Landlord to execute that Lease dated _____ between Landlord and:

_____ for the property located at
_____, _____,
Street Apt# City State Zip

I, _____, hereby unconditionally, absolutely and irrevocably guarantee to Landlord, and its successors and assigns, the prompt and full payment and performance by Tenants of each and every item, covenant, condition, provision and obligation to be paid, kept, observed or performed by Tenants under the Lease, together with any and all costs and expenses, including reasonable attorneys' fees, which may be incurred by Landlord in connection with any default by Tenants under the Lease or enforcing the Lease and/or this Guaranty (collectively the "Obligations"). I expressly acknowledge that I have reviewed the Lease and understand it. If there is more than one Guarantor of the Lease, the terms and conditions of each Guaranty shall apply to all Guarantors jointly and severally. The liability of Guarantor is coextensive with that of Tenants and also joint and several, and legal action may be brought against Guarantor and carried to final judgment either with or without making Tenants or any assignee or successor thereof as a party thereto.

Date

Guarantor

Date

Guarantor

Move-In Condition Worksheet

!!Please Read Carefully!!

This document should be filled out and submitted to splendidacres2012@gmail.com prior to move in date. If submitted after move in date it will NOT be valid, and occupying Tenant could be held liable for any damages that said property may have had prior to move-in. Use as many copies of this document as needed. Additional fillable copies are located on the "Store" page at: www.splendidacres.com Deficiencies of apartment listed on this document must be accompanied by pictures sent to splendidacres2012@gmail.com prior to move-in date.

LANDLORD(S): _____

TENANT(S): _____

LEASED PREMISES: _____

DATE OF INSPECTION: _____

ROOM INSPECTED: _____

Floor/Carpet: _____

Windows: _____

Curtains/Shades: _____

Walls: _____

Closets/Cupboards Doors: _____

Lighting: _____

Fixtures/Appliances: _____

Other: _____

Landlord and Tenant acknowledge that the condition of each item is as stated above.

12/04/18

Date

12/04/18

Date

Date

Date

DocuSigned by:
Dennis Corbaci

DD4CD0C9D72347B...
Tenant

DocuSigned by:
Randi Toth

41C8BE8E1D8B475...
Tenant

Landlord

Landlord

60 DAY NOTICE TO LEAVE

This document has been added for your convenience to use if needed.
Fillable copies of this document can be found on the "Store" page at:
www.splendidacres.com

This 60-day notice has been issued as of _____ (date) for property
located at: _____.

Check boxes which apply:

Please vacate and have all your belongings out of the premise by _____ (Date).

I (tenant) will vacate & have belongings out of the premise by _____ (Date).

Reason for notice:

Lease expired and tenant agrees to not renew lease.

Tenant did not pay rent.

Note: failure to adhere to the dates scribed on this document, or the 60 day notice rule prior to moving out could result in the loss of security deposit and/or personal property via a court mandate as prescribed in the lease document.

Notes: _____

Landlord : _____ Date: _____
Print:

Tenant: _____ Date: _____
Print:

Witness: _____ Date: _____
Print: