

UNIVERSITY COMMONS

PERCY ROAD HOUSING, L.L.C. • 145 WINDWOODS DRIVE • HOPWOOD, PA 15445 • USA
724-438-1499 (OFFICE) • 724-437-1737 (FAX)

UNIVERSITY COMMONS - A NON-SMOKING FACILITY

LEASE

THIS IS A RESIDENTIAL LEASE. TENANT SHOULD READ THIS LEASE CAREFULLY AND SHOULD NOT SIGN IT UNTIL TENANT UNDERSTANDS ALL OF THE PROVISIONS.

THIS LEASE is entered into between PERCY ROAD HOUSING, L.L.C., called "Landlord," and _____, called "Tenant."

DESCRIPTION OF PREMISES: The Landlord leases to the Tenant and the Tenant leases from the Landlord a rental space within Apartment Number _____ (called the "Apartment") in Building _____, of University Commons located at 1013(A)/1015(B) Residence Drive, Lemont Furnace, Pennsylvania, 15456. The Apartment is furnished and consists of four (4) bedrooms, two (2) bathrooms, and an entry, kitchen, and living/dining area. Tenant's rental space (called "Premises"), consists of the following:

- a. the sole use and occupancy of one (1) bedroom, identified in the Apartment as Bedroom ____, and its furnishings;
- b. the shared use and occupancy of one (1) bathroom and its appliances with one (1) other tenant (called "Sharing Tenant"), of the Apartment; and,
- c. the shared use and occupancy of the entry, kitchen and living/dining area (called "Common Areas"), and their appliances and furnishings with three (3) other tenants (called "Co-tenants"), of the Apartment.

The condition of the Premises, furnishings and appliances will be identified on an "Existing Conditions Report," which will be attached to this Lease as Exhibit A.

LEASE TERM: This Lease will begin at one o'clock a.m. (1:00 p.m.) on _____, 20____, and end at four o'clock a.m. (4:00 p.m.) on _____, 20____ (called the "Term"). After the end date, this Lease is over. Any new lease or renewal between Landlord and Tenant must be in writing.

This Lease is for the entire Term regardless of whether the Tenant is transferred, ceases to be enrolled at a college or university, or for any other reason is unable to continue occupying the Premises. The Tenant's obligation to pay rent under this Lease (and Guarantor(s) obligation to guarantee payment of the rent) shall continue for the entire Term of this Lease and until all money due to the Landlord has been paid in full.

Tenant acknowledges that the Term of this Lease is less than a full calendar year.

Initials _____

Tenant's Initials _____

RENT PAYMENTS: Tenant will pay to Landlord, without Landlord having to make a prior demand, the total rental in accordance with the Payment Plan that is checked and initialed by the Tenant below:

A.)

Tenant will pay to Landlord the sum of Four Thousand Eight Hundred Dollars (\$4,800.00) as the total rental for the Lease Term. Tenant shall pay the total rental in twelve (12) consecutive monthly installments of Four Hundred Dollars (\$400.00) each. The first installment is payable on or before _____, 20____, and the remaining installments will be due on or before the 1st day of each month thereafter (the “due date”). The last installment under this Lease is due on or before _____, 20____.

Tenant understands that he/she is responsible for paying each of the twelve installments, even if Tenant leaves the premises for any reason.

Initials _____

B.)

Tenant will pay to Landlord the sum of Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) as the total rental for the Lease Term. Tenant shall pay the total rental in ten (10) consecutive monthly installments of Four Hundred, Seventy Five Dollars (\$475.00) each. The first installment is payable on or before _____, 20____, and the remaining installments will be due on or before the 1st day of each month thereafter (the “due date”). The last installment under this Lease is due on or before _____, 20____.

Tenant understands that he/she is responsible for paying each of the ten installments, even if Tenant leaves the premises for any reason.

Initials _____

C.)

Tenant will pay to Landlord the sum of Four Thousand Six Hundred Fifty Dollars (\$4,650.00) as the total rental for the Lease Term. Tenant shall pay the total rental in two (2) payments of Two Thousand Three Hundred twenty Five Dollars(\$2,325.00) The first installment is payable on or before _____, and the remaining installment will be due on or before _____, 20____.

Initials _____

D.)

Tenant will pay to Landlord the sum of Four Thousand Six Hundred Dollars (\$4,600.00), as the total rental for the Lease Term. Tenant shall pay the total rental in one (1) installment, which is payable on or before _____, 20____.

Initials _____

RENT PAYMENTS: Tenant will pay to Landlord, for one semester without Landlord having to make a prior demand, the total rental in accordance with the Payment Plan that is checked and initialed by the Tenant below:

____A.)

Tenant will pay to Landlord the sum of Two Thousand Two Hundred and Fifty Dollars (\$2,250.00) as the total rental for the Lease Term. Tenant shall pay the total rental in six (6) consecutive monthly installments of Three Hundred Seventy-Five Dollars (\$375.00) each. The first installment is payable on or before January 01, 2010, and the remaining installments will be due on or before the 1st day of each month thereafter (the "due date"). The last installment under this Lease is due on or before June 01, 2010. **Tenant understands that he/she is responsible for paying each of the six installments, even if Tenant leaves the premises for any reason, including but not limited to, leaving at the end of classes at Penn State Fayette.**

Initials _____

____B.)

Tenant will pay to Landlord the sum of Two Thousand Two Hundred and Fifty Dollars (\$2,250.00) as the total rental for the Lease Term. Tenant shall pay the total rental in _____ The first installment is payable on or before _____, 20____, and the remaining installments will be due on or before the 1st day of each month thereafter (the "due date"). The last installment under this Lease is due on or before _____, 20____. **Tenant understands that he/she is responsible for paying each of the installments, even if Tenant leaves the premises for any reason.**

Initials _____

____C.)

Tenant will pay to Landlord the sum of Two Thousand Two Hundred and Fifty Dollars (\$2,250.00), as the total rental for the Lease Term. Tenant shall pay the total rental in one (1) installment, which is payable on or before January 01, 2010.

Initials _____

Form of Payment: Tenant will pay all installments at the office of the Landlord at 145 Windwoods Drive, Hopwood, Pennsylvania, 15445. Any payments made by check, money order or major credit card must be made payable to Percy Road Housing, L.L.C. Landlord will not accept any partial payment or multiple checks. Landlord reserves the right to specify and demand a particular form of payment for all money due. Landlord shall give Tenant and Guarantor no less than fifteen days advance notice in the event Landlord chooses to specify and demand a particular form of payment.

Late Payments: If Landlord does not receive any amount due prior to 5:00 p.m. on the fifth day following the due date, Tenant shall pay a late fee of \$25.00, and an additional \$5.00 each day, beginning on the sixth day from the due date, for as long as the rent remains unpaid. These late charges shall be additional rent.

Application of Payments Received: Landlord will apply any payment received from Tenant to any outstanding charges (such as additional rent, cleaning and repair charges, fines, and returned check charges) incurred by or on behalf of Tenant prior to applying it to the current rent due. This will occur regardless of whether or not Tenant has made notations on the check or money order and regardless of when the outstanding charges were incurred. If Tenant's payment fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charge incurred from failing to pay the total amount of current rent due.

Returned Checks: If Tenant pays by check, Tenant shall pay Landlord a charge of \$25.00, plus any additional bank charges, for any check returned to Landlord for insufficient funds, or which otherwise fails to clear the issuer's bank. This charge shall be due and payable immediately upon notification to Tenant and shall be in addition to any late charges resulting from the check's failure to clear. This fee shall be additional rent. If the check is for rent, late fees shall continue to accrue until the bank honors the check.

SECURITY DEPOSIT: Upon signing this Lease, Tenant is required to provide to Landlord a security deposit in the amount of One Hundred and Fifty Dollars (\$150.00), as partial security for all of Tenant's obligations under this Lease. Tenant understands that the Security Deposit, including applicable interest, if any, does not constitute the limit of Landlord's damages in the event Tenant violates this Lease. Landlord can apply the Security Deposit, in whole or in part, to the costs of cleaning and/or repairing the Premises (over and above normal wear and tear), the payment of any unpaid rent, or the payment of other charges due from the Tenant under the terms of this Lease. If the Security Deposit is reduced because Landlord has had to apply all or part of it to Tenant's unpaid obligations, Tenant agrees, upon written demand, to deposit with Landlord, within three (3) days, the funds necessary to restore the Security Deposit to its full amount.

Within thirty (30) days after Tenant surrenders the Premises to Landlord, and providing that Tenant has supplied, in writing, a new address to Landlord, Landlord will return the unused portion, if any, of the Security Deposit to the Tenant. At the same time, Landlord will provide a list of items that have been deducted from the Security Deposit in accordance with the terms of this Lease.

INABILITY OF LANDLORD TO GIVE POSSESSION: Landlord shall not be liable to Tenant for any damages resulting from Landlord's inability to deliver possession of the Premises to Tenant at the commencement of the Term; however, Tenant does not have to pay rent during the period that Tenant is unable to occupy the Premises. If Landlord is not able to deliver possession to Tenant within thirty (30) days of the commencement of the Term, Tenant may cancel and terminate this Lease. In the event of cancellation, and for this reason only, any funds given to Landlord in connection with this Lease will be returned to Tenant.

MOVE IN PROCEDURE: Tenant will be given the Existing Conditions Report on the day Landlord provides the key to the Apartment. Tenant shall use the Existing Conditions Report to note any existing damages to the Premises, furnishings, or appliances. Tenant will have three (3) days from the receipt of the key to complete and return the Existing Conditions Report to Landlord, which will then be attached to this Lease as Exhibit A. In the event Tenant does not return the Report to Landlord within three days, the Premises, Common Areas, fixtures, appliances and furnishings will be considered to be in a clean, safe, and good working condition. **If Tenant moves into the unit before other Co-tenants of the Apartment, then Tenant is solely responsible for the cleanliness of and any damages to the entire Apartment prior to the occupancy of the other Co-tenants.**

Tenant's Initials _____

FAILURE TO TAKE POSSESSION: If Tenant fails to move into the Premises when the Lease begins, Tenant agrees to pay a charge of \$200.00 to Landlord as compensation for Landlord's administrative and marketing costs involved in seeking another tenant. This charge is not a cancellation fee and does not release Tenant from Tenant's obligations under this Lease. The charge represents an agreed-to liquidated amount reflecting Landlord's time, effort and expense in attempting to find a new tenant. Tenant agrees that Landlord's costs are not easily ascertained and agrees that \$200.00 is a reasonable estimate of those costs. Tenant agrees that the charge is due whether or not Landlord successfully finds another tenant and agrees that the charge does not release Tenant from continued liability for future or past due rent, additional rent or other charges under this Lease.

TENANT'S MAINTENANCE OBLIGATIONS AND LIABILITY FOR DAMAGE TO PREMISES:

Premises: Tenant agrees to keep and maintain the Premises in a clean, safe, and good working condition, excepting normal wear and tear, and to make no repairs, alterations, or additions (other than small holes in the walls for hanging pictures) without the prior written consent of the Landlord. Tenant shall pay all costs and expenses for damages to the Premises caused by Tenant or Tenant's guests. Any costs and expenses shall be additional rent.

Bedroom: Tenant shall promptly report to Landlord any repairs that need to be made to Tenant's Bedroom. Tenant shall pay all costs and expenses for damages to the Bedroom (including, but not limited to, replacing all broken or damaged furnishings or fixtures, and any defacement or damage to walls, ceiling, floors, carpets, and doors), caused by Tenant or Tenant's guests. Any costs and expenses shall be additional rent.

Bathroom: Tenant shall be occupying and using Tenant's Bathroom jointly with a Sharing Tenant. Tenant will keep sinks, lavatories, and commodes open and will immediately report any malfunctions to Landlord, as well as promptly reporting to Landlord any repairs that are needed. Tenant shall pay all costs and expenses for damages to the Bathroom (including, but not limited to, replacing all broken or damaged furnishings, fixtures or appliances, and any defacement or damage to walls, ceiling, floors, carpets, and doors), caused by Tenant or Tenant's guests. Any costs and expenses shall be additional rent. Tenant is jointly and severally liable with the Sharing Tenant for any damage to the Bathroom, its furnishings, fixtures, and/or appliances unless Tenant can prove to Landlord's satisfaction that the Sharing Tenant was solely responsible. This means that unless it is clear who caused the damage, Landlord can bring an action in court against both Tenant and Sharing Tenant (joint) or against either Tenant or Sharing Tenant (several) for all of the damage.

Common Areas: Tenant shall be occupying and using the Common Areas of the Apartment jointly with Co-tenants and agrees to maintain the entire Apartment in a clean, safe and good working condition. Tenant will keep the sink in the kitchen open and will immediately report any malfunction to Landlord, as well as promptly reporting to Landlord any repairs that are needed. Tenant shall pay any cost or expenses for any damage to the Common Areas, (including, but not limited to, replacing all broken or damaged furnishings, fixtures, walls, ceilings, floors, carpets, doors, and appliances), caused by Tenant or Tenant's guests. Any costs and expenses shall be additional rent. Tenant is jointly and severally liable with the Co-tenants for any damage to the Common Areas unless Tenant can prove to Landlord's satisfaction that the Cotenant(s) was/were solely responsible. This means that unless it is clear who caused the damage, Landlord can bring an action in court against both Tenant and Co-tenant(s) (joint) or against either Tenant or Co-tenant(s) (several) for all of the damage. Tenant shall immediately report to Landlord and local law enforcement authorities any acts of vandalism to the Premises and Apartment.

Fire Warning Devices and Sprinklers: Tenant agrees to notify Landlord immediately if a fire-warning device or sprinkler is damaged or malfunctioning. Tenant shall not disable or interfere with the operation of any fire-warning device or sprinkler. Tenant shall pay any fines and expenses resulting from the use, misuse, interference or destruction of Landlord's property, including, but not limited to, fire-warning devices and sprinklers, caused by Tenant or Tenant's guests. These fines shall be additional rent.

Tenant is encouraged to purchase renter's insurance for Tenant's protection.

UTILITIES: Landlord agrees to furnish electric, gas, water, sewer, garbage, cable television (extended basic service), local telephone service, and an internet access provider for the Apartment. If Tenant wants additional cable channels, different internet access, and/or long distance telephone service, Tenant must contact the appropriate provider and obtain

Tenant's Initials _____

these services in Tenant's name and at Tenant's sole expense. Tenant must utilize any utilities provided by the Landlord for normal household purposes only and without waste. Tenant must comply with all rules and regulations of any service or utility provider. In the event Landlord detects or suspects that Tenant is abusing or wasting any utilities paid by Landlord, Landlord reserves the right to increase Tenant's rent following notice to the Tenant and Tenant agrees to pay this increase. Landlord has the right to turn off any utility service to the Premises and/or Apartment at any time in order to make repairs or to do maintenance. Unless there is an emergency, Landlord will provide Tenant with advance notice that the utility service(s) will be turned off.

INTERRUPTION OF SERVICE AND DEFECTS IN MACHINERY: Landlord shall not be liable for any personal injury or damage to property resulting from the interruption, surge or failure of heat, gas, electricity, water, sewer, telephone, cable television, internet access, or any other utility services, unless the personal injury or property damage is the direct result of Landlord's gross negligence and/or willful misconduct. Landlord shall not be liable for any personal injury or damage to property, caused by any defect and/or malfunction of machinery, furnishings, fixtures, or appliances serving the Premises or any part of the property in which the Premises are located, unless the personal injury or property damage is the direct result of Landlord's gross negligence and/or willful misconduct. Tenant, for himself/herself, and on behalf of his/her guests, releases Landlord from any personal injury or property damage caused by Landlord's negligence. This means that if Tenant or Tenant's guest suffers personal injury or property damage as the result of Landlord's negligence, neither Tenant nor Tenant's guest will be able to bring an action in court against Landlord for such injury or damage.

Tenant is encouraged to purchase renter's insurance for Tenant's protection.

All references to "Landlord" in this section shall apply not only to the Landlord, but also to its representatives, agents, employees, directors, officers, successors and assigns.

OCCUPANCY:

Co-Tenants: Tenant understands that the Apartment in which the Premises are located contains other bedrooms in which Co-tenants may reside. If Tenant requests to share the Apartment with preferred Co-tenants, Landlord, to the extent practical, will attempt to honor that request. In the event any bedroom(s) in the Apartment is/are unoccupied at the start of or at any time during the Lease Term, Landlord may rent that/those bedroom(s), the corresponding bathroom(s) and the Common Areas of the Apartment to other Co-tenants.

Tenant Profile Sheet: At the time Tenant applies for a lease, Tenant will submit a Tenant Profile Sheet identifying his/her personal living preferences. Tenant agrees that Landlord may disclose the Tenant's Profile Sheet to other prospective tenants for their use in determining compatibility with the Tenant. Prior to signing this Lease, Tenant may also request to review the Profile Sheets of other prospective tenants if the Tenant desires to find Co-tenants for the Apartment with similar preferences.

In renting any unoccupied bedrooms in the Apartment, Landlord will attempt to place a Co-tenant in the Apartment with similar preferences as the Tenant; however, Landlord does not guarantee that all Co-tenants of the Apartment will have the same preferences. **Tenant understands that, for purposes of operating efficiency, Landlord may rent to a Co-tenant in the Apartment without regard for preferences.** Tenant understands that Landlord does not do any investigation as to the truth of the preferences identified on a Tenant Profile Sheet and does not assume any liability if a Co-tenant was not truthful in his/her preferences.

Personal Conflict with Co-tenants or Residents: Landlord is not liable for any personal conflict Tenant may have with the Co-tenants of the Apartment and/or other residents of University Commons. **A conflict between Co-tenants and/or other residents does not constitute grounds for termination of this Lease.** Neither Landlord nor its representatives, agents, employees, directors, officers, successors and assigns will be liable to Tenant or Tenant's guests for any personal injury or property damage caused by the negligence, gross negligence or criminal activity of any person, including, but not limited to, the Co-tenants of Tenant's apartment or other residents of University Commons.

Transfers: Tenant may not transfer to another bedroom within the Apartment without the prior written permission of the Landlord. Tenant may not transfer to another apartment unit at University Commons without the prior written permission

Tenant's Initials _____

of the Landlord. In the event the Landlord grants permission to transfer to another apartment unit, Tenant must pay a \$200.00 transfer fee, which shall be additional rent.

During the Lease Term, it may become necessary for the Landlord to relocate Tenant to another apartment unit in University Commons. Landlord reserves the right, upon five (5) days advance written notice, to relocate the Tenant and Landlord shall assist Tenant in moving Tenant's personal property to the new apartment unit.

FULL OR PART-TIME STUDENT: As a material condition for Landlord to enter into this Lease, Tenant must be full or part-time student at Penn State Fayette, The Eberly Campus.

VISITORS AND GUESTS: Although Tenant may have visitors from time to time, it is understood that occupancy of the Premises is expressly reserved for Tenant only. Tenant must notify Landlord, in writing, of any other persons occupying the Premises for more than seven (7) days during the Term. Those persons shall be treated as guests only if the Landlord provides the Tenant with written permission. Otherwise, the occupancy of the Premises by an unauthorized person in excess of seven (7) days shall be deemed a violation (breach) of the Lease, and Landlord shall be entitled to recover from the Tenant any damages to the Premises and/or declare the Lease to be in default and pursue any of Landlord's other remedies under this Lease or available by law.

ASSIGNMENTS OR SUBLETTING BY TENANT: Tenant shall not assign (transfer this Lease to another person) or sublet (provide a separate lease to another person for all or part of the Premises) Tenant's interest in the Premises, without the prior written consent of the Landlord. If Landlord grants consent to assign or sublet, Tenant agrees to pay a nonrefundable processing fee of \$50.00, and agrees to have the assignee or subtenant sign all necessary documents, including but not limited to an Assignment, Lease with Exhibits, and a properly executed Guaranty Agreement acceptable to Landlord. Tenant understands that obtaining these signatures and documents is entirely the Tenant's responsibility and Tenant understands the Landlord's consent to one assignment or sublease is not consent to any other assignments or subleases.

LANDLORD'S RIGHT OF INSPECTION AND ENTRY: Landlord or its agents/representatives may enter the Apartment and Premises at any reasonable time to inspect, to make repairs or alterations, or as needed to enforce this Lease. Landlord or its agents/representatives may enter the Apartment at any time during an emergency. A maintenance or management request by any Co-tenant of the Apartment shall constitute permission for the Landlord to enter the Apartment. If, upon inspection, Landlord determines that the Apartment and/or Premises is in an unsafe or dirty condition, or has been misused/abused, Landlord, at its sole option, can clean, repair or service the Premises. Tenant shall pay all costs of the cleaning, repair and service, which costs shall be additional rent. Alternatively, Landlord can declare this Lease to be in default and pursue any of Landlord's other remedies under this Lease or provided by law.

THE EXISTENCE OF ANY DRUG, DRUG-RELATED PARAPHERNALIA OR FIREARMS IN THE PREMISES SHALL SUBJECT TENANT TO IMMEDIATE LEASE TERMINATION.

Tenant will permit the Landlord or its agents/representatives, upon scheduled appointments, to enter the Apartment and Premises for the purpose of displaying it to prospective tenants. Landlord will not have to make a prior appointment if this Lease has been declared in default or if the Tenant has abandoned the Premises.

Tenant shall not place any locks on any doors and shall not re-key any lock. In the event that any lock requires re-keying, Tenant shall pay a charge of \$20.00 per lock, which charge shall be additional rent.

USE OF PREMISES AND COMPLIANCE WITH LAWS: Tenant shall use and occupy the Premises as a private dwelling and for no other purposes. Tenant agrees to obey all federal, state and local laws and regulations and to avoid disruptive behavior or conduct. Neither Tenant nor Tenant's guests shall conduct themselves in a manner that unreasonably disturbs the Co-Tenants, other residents of University Commons, or other neighbors. Tenant will not act in a manner that constitutes a breach of the peace and will not permit such behavior to occur in the Premises.

Tenant will not use the Premises for any unlawful or immoral purposes whatsoever. **THE EXISTENCE OF ANY DRUG, DRUG-RELATED PARAPHERNALIA OR FIREARMS IN THE PREMISES SHALL SUBJECT TENANT TO IMMEDIATE LEASE TERMINATION.**

Tenant's Initials _____

WAIVER OF NOTICE TO QUIT: If Tenant violates (breaches) this Lease, Tenant waives all right to receive a Notice to Quit, as required under Pennsylvania law.

BREACH AND ABANDONMENT: Tenant will violate (breach) this Lease if:

1. Tenant fails to pay any rental installment and/or additional rent when due;
2. Tenant fails to comply with any other obligation under the Lease;
3. Tenant fails to move into the Premises or abandons it before the Lease ends;
4. Tenant or Guarantor(s) make any false statements or misrepresentations in any document provided to Landlord; and/or,
5. Tenant does not leave the Premises at the end of this Lease.

REMEDIES: Landlord's rights and remedies for Tenant's breach of this Lease shall include all remedies permitted under Pennsylvania law, including, but not limited to, the following:

1. the right to cancel this Lease, reserving the right to collect any unpaid rent, additional rent, charges, and damages to the Premises;
2. the right to accelerate the entire unpaid balance of the rent for the Term then remaining, or, the right to standby and collect rental payments as they become due;
3. the right to bring an action in court to recover the Premises without giving the Tenant any prior Notice to Quit;
4. the right to sublease and rent the Premises for the account of the Tenant, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second to the cost of repairing any damage to the Premises, and third to the Tenant's rental obligations, with the Tenant and Guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term; and/or
5. the right to bring an action in court for damages.

Cumulative Remedies: Landlord may exercise more than one remedy for Tenant's breach of this Lease, at the same time or at different times, and Landlord's exercise of any one remedy will not constitute a waiver of any other remedy.

Attorney's Fees and Costs: Tenant is responsible for paying any reasonable attorney's fees and costs incurred by Landlord in enforcing its rights as a result of any breach by the Tenant of this Lease.

Personal Property Remaining After Eviction or Abandonment: If, following eviction or abandonment, Tenant leaves any personal property in the Apartment or at University Commons, that property is deemed to be abandoned by Tenant. Landlord can take any action that Landlord desires in regard to the property, without liability to Tenant, and can hold Tenant responsible for any costs incurred to keep, sell or dispose of the property.

ENFORCEMENT OF OBLIGATIONS: In the event Landlord does not seek a remedy for Tenant's failure to comply with any of the obligations or Rules and Regulations under this Lease, Landlord can still take action against Tenant for any future failure to comply. Landlord's failure to insist upon strict performance by the Tenant of any obligation or Rule and Regulation under this Lease will not be deemed to be a waiver for any future performance by the Tenant.

DAMAGE TO PREMISES: In the event of fire or other casualty, the Tenant shall immediately notify the Landlord or its Agent.

If, through no fault of the Tenant or Tenant's guests, the Premises are partially destroyed by fire or other casualty, Landlord shall promptly repair and restore the Premises. During the repair and restoration, Landlord, at its option, shall 1) permit Tenant to remain in the Premises and reduce Tenant's rent to reflect the unusable portion of the Premises; 2) provide Tenant with a suitable alternative living space, in which case, Tenant will continue to pay the total rental as required under this Lease; or, 3) terminate this Lease, in which case the rent due shall cease as of the date of the damage. If, through no fault of the Tenant or Tenant's guests, the Premises are substantially destroyed, then either the Landlord or Tenant may terminate this Lease, in which case the rent due shall cease as of the date of the damage or destruction.

If the Premises are partially or substantially destroyed through the fault of the Tenant or Tenant's guests, the Tenant's

Tenant's Initials _____

obligation to pay the total rent under this Lease will continue and Tenant shall pay the cost of the repair and restoration.

LANDLORD LIABILITY: Landlord shall not be liable for any personal injury to Tenant or Tenant's guests, or damage to property owned by Tenant or Tenant's guests, which occurs on the Premises or elsewhere on Landlord's property, unless the personal injury or property damage is the direct result of Landlord's gross negligence and/or willful misconduct. Tenant, for himself/herself, and on behalf of his/her guests, releases Landlord from any personal injury or property damage caused by Landlord's negligence. This means that if Tenant or Tenant's guest suffers personal injury or property damage as the result of Landlord's negligence, neither Tenant nor Tenant's guest will be able to bring action in court against Landlord for such injury or damage.

Landlord shall not be liable for any personal injury or property damage resulting from actions outside of Landlord's control, including, but not limited to, acts of God and criminal actions of any person.

All personal property kept in the Premises or at University Commons by Tenant or Tenant's guests shall be kept at their sole risk and Landlord shall not be liable for any damage to such property, no matter what the cause. Tenant is encouraged to purchase renter's insurance for Tenant's protection.

All references to "Landlord" in this section shall apply not only to the Landlord, but also to its representatives, agents, employees, directors, officers, successors and assigns.

COMMON FACILITIES: Various areas of University Commons are designated and intended for use in common by all residents, including, but not limited to, the entrance into the Building, the center breezeway that leads into the Apartments, the laundry room, parking areas, walkways, and sidewalks (called "Common Facilities"). All persons using the Common Facilities do so at their own risk and sole responsibility. Landlord shall not be liable for any personal injury to Tenant or Tenant's guests, or damage to property owned by Tenant or Tenant's guests, which occurs in connection with the use of Common Facilities, unless the personal injury or property damage is the direct result of Landlord's gross negligence and/or willful misconduct. Tenant, for himself/herself, and on behalf of his/her guests, releases Landlord from any personal injury or damage to property caused by Landlord's negligence in the operation, care, or maintenance of the Common Facilities. This means that if Tenant or Tenant's guest suffers personal injury or property damage as the result of Landlord's negligence, neither Tenant nor Tenant's guest will be able to bring action in court against Landlord for such injury or damage.

Unless Landlord has prior knowledge of a dangerous condition in connection with the Common Facilities, including, but not limited to ice, sleet or snow, Landlord has no duty to correct it, but Landlord may do so in whole or in part, with or without notice to Tenant.

All references to "Landlord" in this section shall apply not only to the Landlord, but also to its representatives, agents, employees, directors, officers, successors and assigns.

INSURANCE: Tenant understands that any insurance that Landlord has on the building in which the Premises is located does not insure personal property belonging to Tenant or Tenant's guests against any hazard. In addition, any insurance that Landlord maintains does not provide Tenant with liability coverage for any personal injury that may occur to Tenant's guests or any other person while on the Premises or at University Commons. Tenant is encouraged to purchase renter's insurance for Tenant's protection.

PETS: Pets are not allowed in the Apartment or Premises at any time, with the sole exception of certified, trained Seeing Eye or Hearing Ear animals for handicapped tenants. THE EXISTENCE OF ANY PETS IN THE PREMISES SHALL SUBJECT TENANT TO IMMEDIATE LEASE TERMINATION.

SMOKING PROHIBITED: University Commons is a smoke-free facility and smoking is not allowed in the Apartment or Premises at any time. If Tenant smokes or permits any guests to smoke, Tenant will pay a fine of \$25.00 for each instance in which smoking occurs, as well as all costs to clean and repair any damage caused by smoking. The fine and costs shall be additional rent. Alternatively, Landlord can declare this Lease to be in default and pursue any of Landlord's remedies under this Lease or provided by law.

Tenant's Initials _____

RULES AND REGULATIONS: Tenant acknowledges that Tenant has read and agrees to follow the Rules and Regulations that are attached to this Lease as Exhibit B. Tenant agrees and understands that if Tenant violates any of the Rules and Regulations, Tenant will breach this Lease. Landlord reserves the right to modify, amend and make reasonable changes to the Rules and Regulations and, upon notification to Tenant of any changes, the amended Rules and Regulations will be binding upon Tenant.

SUBORDINATION: This Lease is subject to and subordinate to (lower than) all liens of mortgages or deeds of trust or encumbrances on University Commons or any property owned by Landlord, which are in effect when this Lease is executed or which are created at any time thereafter. This means that if a lender takes over ownership of University Commons, it can end this Lease or may elect to continue this Lease, at its discretion. Tenant's rights under this Lease are subject to the rights of Landlord's lender(s). The Tenant agrees to promptly execute any instrument demonstrating this subordination at the request of the Landlord. The Tenant further irrevocably appoints the Landlord as Tenant's attorney in fact to execute any such instrument for Tenant and on Tenant's behalf.

SALES OR TRANSFERS OF LANDLORD'S INTERESTS: In the event Landlord sells or transfers its interests in University Commons to another, Landlord will be released from all of its obligations under this Lease. The new owner of University Commons will be responsible for the performance of the Landlord's duties from and after the date of any sale or transfer.

MOVE OUT PROCEDURE: At the end of this Lease, Tenant shall return the Premises to the Landlord in a clean, safe, and good working condition, excepting normal wear and tear. At the time Tenant returns the key, Tenant and Landlord shall jointly inspect the Premises and Landlord shall advise Tenant of any damage deemed by Landlord to have arisen during Tenant's occupancy. It is understood and agreed that Tenant's failure to follow this move out procedure may result in the partial or full forfeiture of the Security Deposit, but in no event shall this forfeiture be considered as liquidated damages for Tenant's breach of any obligations under this Lease.

If, following the return of the Premises, Tenant leaves any property in the Apartment or at University Commons, that property is deemed to be abandoned by Tenant. Landlord can take any action that Landlord desires with regard to the property, without liability to Tenant, and hold Tenant responsible for any costs incurred to keep, sell or dispose of the property.

REMEDIES FOR TENANT HOLDING OVER: If Tenant fails to turn over possession of the Premises to the Landlord at the end of this Lease or after notice by the Landlord to leave the Premises as a result of Tenant's breach of this Lease, the Landlord may recover possession of the Premises in accordance with Pennsylvania law. Tenant also agrees to pay Landlord twice the amount due for every day Tenant remains in the Premises.

NO VERBAL AGREEMENTS: Tenant agrees that this Lease, including its attachments, constitutes the entire agreement between Landlord and Tenant in regard to the leasing of the Premises. There are no understandings of any kind outside of this written Lease. Any representations or promises, which are not set forth in this Lease, are null and void.

TENANT UNDER THE AGE OF LEGAL MAJORITY - CO-SIGNER(S): If Tenant has not reached the age of eighteen (18) years at the time of the signing of this Lease, as a condition of this Lease, Tenant's parent(s), guardian(s), or sponsor(s) must execute this Lease as Co-signer(s). **The Co-signer(s) agree(s) to assume all obligations that Tenant owes to Landlord under this Lease but does/do not have the right to occupy the Premises as a tenant.**

Both parents, guardians, or sponsors of the Tenant must execute this Lease before a Notary Public. If the parents, guardians, or sponsors are separated or divorced and both have financial responsibility for the Tenant, both of them and their current spouses, if any, must execute this Lease before a Notary Public. If only one parent, guardian or sponsor has financial responsibility for the Tenant, they must provide Landlord with evidence to that effect and they, along with their current spouse, if any, must execute this Lease before a Notary Public. Landlord reserves all rights, both civil and criminal, for any false execution or forgery of this Lease.

TENANT OVER THE AGE OF LEGAL MAJORITY - GUARANTY: If Tenant has reached the age of eighteen (18) at the time of the signing of this Lease, as a condition of this Lease, Tenant's parents, guardians, or sponsors must execute

Tenant's Initials _____

a binding Guaranty Agreement, (the "Guaranty") in the form attached as Exhibit "C." This Guaranty constitutes an essential inducement for the granting of this Lease. The Guaranty must be executed, notarized, and OBTAINED DIRECTLY from Tenant's parents, guardians, or sponsors. Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty.

Tenant acknowledges that Tenant shall be fully bound by all the terms and conditions of this Lease without regard to Tenant's age or legal status. The execution of the Guaranty constitutes an additional assurance to Landlord of the performance of Tenant's obligations under this Lease and shall not be interpreted as a release of Tenant's obligations.

MODIFICATION OF LEASE: This Lease cannot be modified unless both Landlord and Tenant agree, in writing, to the modification. Any modification, which is not in writing and signed both Landlord and Tenant, is not effective.

MISCELLANEOUS: The headings to paragraphs in this Lease shall have no effect upon construction or interpretation of the provisions.

NOTICE OF VIOLATION OF LEASE BY LANDLORD: In the event Tenant believes Landlord has violated this Lease in any respect, Tenant must notify Landlord of the violation within ten (10) days of the occurrence. Any notices or demands by Tenant, whether under this Lease or otherwise, must be in writing and must be delivered to Landlord, via certified mail, Return Receipt Requested, at 145 Windwoods Drive, Hopwood, Pennsylvania, 15445. If Tenant does not notify Landlord of any violation within ten (10) days, Tenant shall be deemed to have waived the violation and cannot rely on it to claim Landlord is in default under this Lease.

VENUE AND GOVERNING LAW: As a material inducement for Landlord to enter into this Lease, Tenant and Guarantor(s) agree that any proceedings to enforce this Lease shall be brought in Fayette County, Pennsylvania, and Tenant and Guarantor(s) consent to personal jurisdiction in Fayette County, Pennsylvania. Tenant and Guarantor(s) further agree that the applicable law governing this Lease is the law of the Commonwealth of Pennsylvania.

SEVERABILITY: In the event that any part of this Lease is judicially determined to be unenforceable, the remaining parts of this Lease shall remain in full force and effect as though any unenforceable part or parts had not been written in this Lease.

ADDITIONAL TERMS AND PROVISIONS: _____

THE FOLLOWING ATTACHMENTS ARE INCORPORATED INTO AND MADE A PART OF THIS LEASE:

- Exhibit A: Existing Conditions Report
- Exhibit B: Rules and Regulations
- Exhibit C: Guaranty (If Tenant is over the age of legal majority.)

Tenant's Initials _____

TENANT ACKNOWLEDGES THAT HE/SHE HAS READ THIS LEASE IN ITS ENTIRETY, INCLUDING THE ATTACHMENTS, AND AGREES TO BE LEGALLY BOUND BY ALL OF THE PROVISIONS CONTAINED IN IT. TENANT UNDERSTANDS THAT THIS LEASE IS A LEGAL DOCUMENT AND WILL SUBJECT THE TENANT AND GUARANTOR(S) TO LIABILITY IN THE EVENT OF A BREACH OR DEFAULT. TENANT UNDERSTANDS THAT HE/SHE SHOULD SEEK LEGAL COUNSEL AND ADVICE, BEFORE SIGNING THIS LEASE, IF ANY PORTION OF THIS LEASE IS NOT CLEAR OR UNDERSTOOD. BY SIGNING THIS LEASE BELOW AND INITIALING EACH PAGE, TENANT AGREES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO ALL OF THE PROVISIONS AND OBLIGATIONS IN THIS LEASE. TENANT ACKNOWLEDGES THAT HE/SHE HAS SIGNED AND INITIALED TWO ORIGINALS OF THIS LEASE.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR SIGNATURES, INTENDING TO BE LEGALLY BOUND.

TENANT

DATE

PERCY ROAD HOUSING, L.L.C.
LANDLORD

BY: _____

DATE

TITLE: _____

Tenant's Initials _____

CO-SIGNERS - TO BE SIGNED IF TENANT IS UNDER THE AGE OF EIGHTEEN

BY SIGNING THIS LEASE, THE UNDERSIGNED AGREE TO ASSUME ALL OBLIGATIONS OF THE TENANT UNDER THIS LEASE, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF ALL RENTAL OBLIGATIONS AND THE FAITHFUL PERFORMANCE OF ALL OTHER TERMS, COVENANTS, AND CONDITIONS; HOWEVER, THE UNDERSIGNED UNDERSTAND THAT THEY DO NOT HAVE THE RIGHT TO OCCUPY THE PREMISES AS A TENANT.

_____	_____
CO-SIGNER ON BEHALF OF TENANT	DATE
_____	_____
PRINT NAME AND DESCRIBE RELATIONSHIP TO TENANT	SOCIAL SECURITY NUMBER
_____	_____
CO-SIGNER ON BEHALF OF TENANT	DATE
_____	_____
PRINT NAME AND DESCRIBE RELATIONSHIP TO TENANT	SOCIAL SECURITY NUMBER

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____, BY THE ABOVE CO-SIGNERS ON BEHALF OF TENANT, WHO ARE PERSONALLY KNOWN BY ME OR HAVE PRODUCED DRIVER'S LICENSE NUMBER(S) _____, AS IDENTIFICATION.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

Tenant's Initials _____

CO-SIGNERS - TO BE SIGNED IF TENANT IS UNDER THE AGE OF EIGHTEEN

BY SIGNING THIS LEASE, THE UNDERSIGNED AGREE TO ASSUME ALL OBLIGATIONS OF THE TENANT UNDER THIS LEASE, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF ALL RENTAL OBLIGATIONS AND THE FAITHFUL PERFORMANCE OF ALL OTHER TERMS, COVENANTS, AND CONDITIONS; HOWEVER, THE UNDERSIGNED UNDERSTAND THAT THEY DO NOT HAVE THE RIGHT TO OCCUPY THE PREMISES AS A TENANT.

CO-SIGNER ON BEHALF OF TENANT

DATE

PRINT NAME AND DESCRIBE RELATIONSHIP TO TENANT

SOCIAL SECURITY NUMBER

CO-SIGNER ON BEHALF OF TENANT

DATE

PRINT NAME AND DESCRIBE RELATIONSHIP TO TENANT

SOCIAL SECURITY NUMBER

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____, BY THE ABOVE CO-SIGNERS ON BEHALF OF TENANT, WHO ARE PERSONALLY KNOWN BY ME OR HAVE PRODUCED DRIVER'S LICENSE NUMBER(S) _____, AS IDENTIFICATION.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

Tenant's Initials _____