

**BLOOMSBURG SCHOOLHOUSE, L.P. STUDENT HOUSING LEASE  
AGREEMENT**

**DATED:** \_\_\_\_\_

1) **PARTIES:** Lessor: Bloomsburg Schoolhouse, L.P  
Student: \_\_\_\_\_  
Apartment: \_\_\_\_\_

2) **LOCATION:** 34 East Ridge Avenue, Apt. \_\_\_\_\_, Bloomsburg, PA 17815,  
hereafter called "Premises."

3) **TERM:** The term of this agreement will be for the academic year (2 semesters) beginning  
\_\_\_\_\_ and ending \_\_\_\_\_.

4) **RENT:** The rental fee for this agreement will be \_\_\_\_\_. This amount is  
divided per Student as follows:  
\$ \_\_\_\_\_ per Student, per semester, based on \_\_\_\_\_ Student(s)

Rent is payable as follows: 50% by July 1, 2008 and 50% by December 1, 2008.  
Please make checks payable to Bloomsburg Schoolhouse, LP, 431 Bethlehem Pike,  
Fort Washington, PA 19034

A) **Late Charge:** A late charge of twenty-five dollars (\$25.00) will be imposed on any payment  
received more than thirty (30) days after the above stated dates. No Student shall have the right to occupy  
the said Premises until all rents and security deposits have been paid in accordance with this Lease  
Agreement. No key shall be given to any Student before all rents and security deposits have been paid  
unless otherwise noted here: \_\_\_\_\_

B) **Interest Charge:** The Lessor will charge interest at the rate of Two percent (2%) per month on  
any rental delinquent by more than sixty (60) days. Such interest will be in addition to the late charge. The  
Lessor is authorized to apply security deposit to these items.

C) **Parking:** A fee of \$150 is charged per semester per Student who utilizes parking facilities.  
Please call Rick at 1-570-317-5928 to reserve your parking space for next semester. Full payment for  
parking will be due July 1, 2008 and December 1, 2008 to guarantee you a spot. Parking spaces will be  
numbered and assigned on a first come first serve basis.

D) **Failure to Move In or Vacating Premises:** If a Student fails to move in or vacates the premises  
and the opening is not filled, rent will not be refunded. If rent has not been paid by the Student(s) who  
vacate and the rent cannot be collected by the Lessor after a reasonable effort for collection, the remaining  
Students must make up the difference in rent. Change in University enrollment status has no bearing on  
this Lease.

5) **INSURANCE:** Lessor's insurance does not provide coverage for Student's personal property. We  
urge you to get your own insurance for losses due to theft, fire, water damage, and the like. You intend to  
(check one):

- Not buy insurance to protect against such losses or
- Buy insurance from your own agent to cover such losses

If neither is checked, you acknowledge that you will not have insurance coverage.

6) **DAMAGES AND REIMBURSEMENT:** Lessor is not liable for loss, injury, or damage to any person or property unless the loss, injury or damage is caused by the Lessor's intentional act or neglect. Student shall repay to Lessor any money spent by Lessor due to Student's intentional act or neglect. Student is responsible for all intentional acts or neglect. Student is responsible for all intentional acts or neglect of Student's family, and others who use the Leased Premises. Lessor shall not be liable for any injury or damage caused by water, rain, snow or ice that leaks or flows from whatever source into or around the Leased Premises or the building within which the Leased Premises is located.

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

8) **PARKING:** Lessor may regulate the time, manner, and place of parking all motor vehicles. Motorcycles or motorized bikes may not be parked inside leased Premises or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. All cars parked in a numbered parking stall must have a parking permit; those without one will be towed at the vehicle owner's expense.

9) **CASUALTY LOSS:** We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property. Lessor will conduct snow removal as required.

10) **ANIMALS:** No animals (including, but not limited to, mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or house community. If Student or any guest or occupant violates animal restrictions (with or without Student's knowledge), Student will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the leased Premises at any time during Student's term of occupancy Lessor will charge Student for defleaing, deodorizing, and shampooing. Initial (\$250) and daily (\$25) animal-violation charges and animal-removal charges are liquidated damages for Lessor's time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Lessor may remove an unauthorized animal by leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal. Lessor may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Lessor will not be liable for loss, harm, sickness, or death of the animal unless due to Lessor's negligence. Lessor will return the animal to Student upon request if it has not already been turned over to a humane society or local authority. Student must pay for the animal's reasonable care and kenneling charges.

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

- \* a. Re-letting charge will be \$150
- b. A reasonable fee will be due if re-keying is requested or required; and
- c. The remaining Students will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term. NOTE: It is the sole responsibility of the departing Student and remaining Students to find a replacement. The \$150 fee is paid by the departing Student to cover administrative costs. Lessor has no responsibility to find a replacement.

12) **USE OF PROPERTY:** Students will use the property only for residential purposes and agree to abide by all laws and ordinances of the Town of Bloomsburg, the State of Pennsylvania, and the Codes of Conduct of Bloomsburg University. Students will keep no pets or animals of any kind on the premises. Students are not to tape pictures or posters to the walls. Tape marks and nail holes are considered damages.

Students will deposit all trash in proper containers as designated by the Lessor. Students are prohibited from using Premises roofs for sunbathing or any other activity. Students are prohibited from having "OPEN PARTIES". Violation of PA Law and Bloomsburg University policy regarding drugs or alcoholic beverages is cause to cancel Lease with no refund. Kegs of alcohol on the Premises will result in immediate cause to cancel the Lease. No waterbeds permitted on the premises. Access to the basement of Premises is limited to Lessor or Lessor's representatives only. At no time will the Students or others congregate in areas not designed as living space.

13) **UTILITIES:** Students will pay the following: electric, heat, cable, T.V., telephone, water and sewage. Sufficient heat must be maintained by the Student at all times to prevent frost damage. Please visit our website ([www.bloomsburguniversityapartments.com](http://www.bloomsburguniversityapartments.com)) for the contact information for local utility providers.

14) **DEPOSITS:** At the time of the signing of this Lease, each Student will deposit with the Lessor the sum of \$350 (\$250 per student, if two or more in an apartment) as a security/damage and cleaning deposit. The Lessor reserves the right to bring legal action for any damages to the property not covered by the deposit. Deposits will be held per PA Law, 68 Purdon's 250.511.a & 512. In the event damages occur during the Lease term the Deposit will be billed at the time of the damage, cleaning, or cost imposed per rules. If the amount of the Deposit held by the Lessor at anytime falls below \$250 the Student will be billed to bring the balance back up to \$350. Failure to do so is cause for termination of this Lease.

- A) **License Fee:** Any license fee or head tax assessment by the Town of Bloomsburg on a per Student basis will be deducted from the security deposit.
- B) **Trash Fee:** Trash disposal at dumpsters outside the premises is included in your rent.
- C) Students agree that if more than one (1) person occupies the premises the damages, at the Lessors discretion, may be apportioned between all the Students and subtracted from the Security deposits as well as any additional monies that may be charged if the Security deposits are insufficient. Upon the end of the Student's Lease Students will be given a list of the deductions made to the account and will receive the remaining balance within 30 days of the ending of their Lease, provided they have given the Property Manager their forwarding address. If the Student fails to provide their forwarding address they agree to waive their right to the remaining balance; and said right shall be deemed waived and abandoned.
- D) Remaining balance check will not be mailed until all keys are returned and all utilities are turned off and balances paid.
- E) No interest is paid on security deposits.

15) **INSPECTIONS & SHOWINGS:** Lessor reserves the right to enter the premises at reasonable times and to determine if cleaning and/or repairs are needed or to show the apartment to a prospective Student. Repairs and cleaning may be done and deposits charged prior to end of the term. Students agree to showing of Premises to other prospective Students or buyers.

16) **TERMINATIONS:** In the event of a violation by any one of the Students occupying the Premises or their guests of any provision of this Lease, the Lessor reserves the right to terminate the Lease, in which case all rents will be retained by the Lessor.

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

- A) Do not tamper with smoke detectors.
- B) Report inoperable smoke detectors immediately

18) **STUDENT SECURITY & PROTECTION:**

- A) Rents must be paid before key will be issued.

- B) Students are responsible for their own personal property insurance and liability insurance for their guests.
- 19) **CAUTION:** This Lease is a binding legal obligation. Each Student is signing this Lease for one academic year, which means each Student is legally liable for the entire rental fee. If you have questions, consult an attorney or the BU Housing Office.
- 20) **INSTRUCTIONS:** Students have read and agree to adhere to attached Town Addendums and Rules and Regulations.

21) **RULES AND REGULATIONS:**

The above signed agree to adhere to the following Rules and Regulations indicated below. These Rules and Regulations are part Student Housing Lease between Bloomsburg Schoolhouse, LP and Student. A violation of any of the Rules and Regulations is a violation of the Lease.

1. Students will not use an alternate heating source such as kerosene/electric heaters, space heaters or electric blankets. The use of charcoal or flammable gas grills is also not permitted.
2. Students will not place or store items on any windowsills, ledges or balconies, front porch or back yard. Student will not hang laundry or other items from the windows or common areas. Students will not hang anything from suspended ceiling grid. Students will not drape wires or any other materials through the ceiling grid. No window treatments, awnings, draperies or umbrellas will be installed in the Property. No radio or television reception devices such as antennas and satellite dishes are allowed on the Property. Students will not install shelving, picture hooks, wallpapers, paint or alter the features of the Property, or install any additional, or relocate any of the existing telephone or cable outlets in the Property.
3. Students will respect the rights of others in their building and adjacent buildings with regard to noise levels and activity. If the Property Manager receives complaints with regard to the Students, the Students will be: First, warned via email. Second, warned again via email and fined \$15. Should a third violation occur, the Student will receive written notice and will be removed from the premises and this Lease will terminate without refund.
4. For the purposes of this Lease there may be one individual in the group of Students that represents the interest of the group. The actions or obligations of any individual or number of individuals will be binding on the entire group and shall be fully binding on any of the students of the group, jointly and individually at the sole discretion of the Lessor.
5. Students agree to pay a \$200 administrative fee for any disruptive conduct report received by the Lessor from the Town of Bloomsburg or from any breach in any section of this Lease agreement. Each breach shall constitute a separate administrative fee. Payment shall be made within 24 hours of verbal or written notice by Lessor.
6. No glass bottles of any kind, or alcoholic beverages, are permitted outside the premises or in the common areas. Students will be fined \$25.00 each and every time this occurs regardless of the source.
7. Non Return of Keys: Student will return all keys at Lease termination. If keys are not returned, the Student will be charged for re-keying of the Leased premises, the mailbox, and the building entrance.
8. Students will remove trash from the premises. Trash may not be placed in hallways or stairwells. Mislaid trash will be removed at a fee of \$15 per bag. Carpet stains caused by trash will be professionally cleaned at the expense of the Student.
9. Smoking is prohibited inside the Property.

10. Students will remove all furniture and personal belongings upon Lease termination. Items left behind will be removed at the Student's expense. Students will not remove doors to allow passage of furniture.
11. Students will become familiar with and observe all posted security regulations and all posted fire escape or evacuation routes and all fire exits. Questions concerning security and fire procedures should be directed to Bloomsburg Schoolhouse Management without delay.
12. This Lease does not provide for any parking privileges. Students may not park in any area other than in their designated numbers parking stall. Illegally parked automobiles will be ticketed and/ or towed. Parking permits may be obtained from Lessor for onsite parking.
13. Any complaints by Students, except in the case of emergency, must be made in writing to Bloomsburg Schoolhouse Property Management via email. Please use the maintenance request form on our website; [www.bloomsburguniversityapartments.com](http://www.bloomsburguniversityapartments.com).
14. Students will respect the personal safety and property of others. Students may not prop open building entrance doors to allow access to non-Students. Students will not prop open the fire-rated doors to hallways or stairways. Students will not tamper, in any way, with safety devices provided throughout the building. These include: Smoke detectors, Heat detectors, Horn/Light units, Back-up lighting, Fire extinguishers, security cameras and Alarm system panel. Also included, are the self-closing devices attached to the doors at the front and rear of each hallway and building entrances. If such tampering occurs, charges will be filed with the local authorities under provisions, which prohibit "Risking a Catastrophe". In addition, the Student will be removed from the building, and this Lease will terminate without refund.
15. If there are common areas in your building then each apartment is responsible for the 15 ft. of hallway/common area in front of their door. You are responsible to keep it free of trash and debris. You are also responsible for holes/marks on the walls. Therefore, if people are partying in front of your door please ask them to go party in front of their own door, because you will be responsible for any damage done.

22) **EXCLUSIONS:** The following items are supplied by lessor for the furnished apartment:

- Beds (Number \_\_\_\_\_)
- Mattresses
- Sofa
- Sofa Chair
- Miniblinds
- \_\_\_\_\_

23) **ENTIRE AGREEMENT:** This Lease is the entire agreement between Student and Lessor. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease. IF MORE THAN ONE STUDENT IS SIGNING THIS LEASE, THE STUDENT AND STUDENT'S PARENTS WILL BE JOINTLY AND INDIVIDUALLY LIABLE FOR ALL OBLIGATIONS UNDER THIS LEASE AND ANY NOTICE OR SERVICE OF LEGAL PAPERS ON ONE STUDENT SHALL BE THE SAME AS IF THE NOTICE WAS SERVED ON ALL STUDENTS.

Your signatures indicate that you have read, understood and consent to this lease agreement.

Student's Name: \_\_\_\_\_

Student's Signature: \_\_\_\_\_

Student email address: \_\_\_\_\_

Student phone number: \_\_\_\_\_

Anticipated Date of graduation: \_\_\_\_\_

Roommates:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parent's Name: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_

Parent email address: \_\_\_\_\_

Parent phone number: \_\_\_\_\_

Parent's Mailing address: \_\_\_\_\_

\_\_\_\_\_

LESSOR'S SIGNATURE

Jay Prieto or Steve Peel

Bloomsburg Schoolhouse, LP, Management

\* INFORMATIONAL COPY - FOR REVIEW ONLY \*