

..... QUINTET STUDENT RENTAL AGREEMENT

ADDRESS OF PROPERTY _____

OWNERS: Quintet Development , 15870 Rt.322 / Suite 1, Clarion, PA. 16214

PARTIES: This Rental Agreement is made and entered into on _____
by and between the tenants below and Quintet Development.

PRINT NAME (Tenants)

_____	Phone#_(_____)_____	e-mail_____
_____	Phone#_(_____)_____	e-mail_____
_____	Phone#_(_____)_____	e-mail_____
_____	Phone#_(_____)_____	e-mail_____
_____	Phone#_(_____)_____	e-mail_____

Each tenant is liable to all terms and conditions written in this contract, including all monetary obligations for rent, all expenses for repair of damages they cause to the premises, and any other claims arising as a result of their occupancy. This lease /rental agreement will automatically renew on a month to month basis after the one year maturity.

Student Housing TERM: The term of this Rental Agreement is for the ____summer semester 2012 ; ____ fall semester 2012; and /or ____ spring semester 2013 at Clarion University beginning on August 29, 2012 and ending on May 06, 2013. Tenants may receive their apartment keys and move in on August 22, 2011 if all payments have been made.

Student Housing RENT: Tenants agree to rent the dwelling for \$_____total for summer semester, \$_____total for fall semester, and \$_____total for spring semester. Payments are to be made by check, money order, or cash. Tenants will pay an additional \$ 25.00 to the Landlord for each returned check due to insufficient funds. After receiving a dishonored check the Landlord may demand future payments in cash, money orders, or certified funds only.

Make checks payable to Quintet Development and send payments to 15870 Rt. 322 Suite One, Clarion, PA. 16214 (Joe's Gym).

*****RENT PAYMENTS ARE DUE BY AUGUST 15TH FOR THE FALL SEMESTER
AND BY JANUARY 15TH FOR THE SPRING SEMESTER.***

If rents are not paid by the due dates, there will be a \$5.00 per day service charge for every day that the rent is late, unless payment arrangements have been made at the lease signing.

JOINT AND SEVERAL LIABILITY: The term "tenant" or "tenants", as used in this rental agreement, refers collectively to all persons named above as tenants, and the liability of each such person

will be joint and several. LIABILITY WILL BE IMPOSED TO THE SAME EXTENT AND IN THE SAME MANNER ON EACH PERSON, ALTHOUGH ONLY ONE PERSON MAY BE AT FAULT, WITH EACH PERSON LIABLE SEPARATELY FOR THE ENTIRE AMOUNT OF ANY JUDGMENT. NOTICE GIVEN BY THE LANDLORDS TO ANY PERSON NAMED AS A TENANT WILL BIND ALL PERSONS SIGNING THIS RENTAL AGREEMENT AS A TENANT.

SHOULD ONE TENANT DEFAULT IN PAYMENT, THE OTHER TENANTS WILL BE HELD RESPONSIBLE FOR RENTAL AGREEMENT BALANCE.

SECURITY DEPOSIT: Each student rental tenant shall pay a **\$250.00** security deposit upon signing this rental agreement. Family dwellings tenants shall pay the equivalent of **one months** rent as security deposit upon signing this rental agreement. Security Deposits will be returned to each tenant in whole or in part within sixty days after the tenants have vacated the premises, providing they (1) leave the dwelling and premises thoroughly cleaned, INCLUDING STOVE, OVEN, REFRIGERATOR, CLOSETS, CABINETS, AND FLOORS, and undamaged, (2) give proper notice of (60 days) intent to vacate, (3) owe no monies to the Landlord, (4) return ALL keys, (5) and have had an inspection of the dwelling with the Landlord. Any damages will be deducted from the total of all Security Deposits collected. **Security deposits shall not be used to pay towards semester or monthly rent that is due, and all security deposits will be forfeited if all rents are not paid by the move out date on this lease or if tenants due not return for any reason.**

LEAVING THE DWELLING PRIOR TO THE EXPIRATION OF THE LEASE TERM: If the tenants leave the dwelling prior to the end of the lease term, they remain responsible for all rent for the remaining lease term unless the Landlords lease the dwelling to another party.

IN THE EVENT THAT A SUIT IS FILED AGAINST ANY TENANT FOR THE COLLECTION OF UNPAID RENT, ALL SECURITY DEPOSIT RETURNS FOR THAT RENTAL PROPERTY ARE IMMEDIATELY FORFEITED.

OCCUPANCY: No other persons may live in this dwelling without **written** permission from the Landlord. Should additional persons be permitted to live on the premises, tenants agree to pay additional monies in rent and security deposits. A tenant may not transfer or sublet dwelling without permission of Landlord and other Tenants.

PETS: A \$500.00 fee per pet per semester will be charged for any pet being kept on the premises in Student housing. And a \$ 400.00 fee for Family Housing tenants plus a \$50.00 monthly fee onto rent amount. If you have a pet and any destruction is done or fleas are brought into the rental unit you will be responsible for repairs and disinfecting of fleas.

KEYS: The tenants are being provided with _____ stamped keys. A charge of \$ 75.00 will be levied if ALL keys are not returned upon the Tenants vacating the premises. Tenants agree not to change or add locks or bolts of any kind to the doors or windows without the Landlord's **written** permission, and to provide the Landlord with keys to any new or added locks the Landlord authorizes.

RIGHT OF ACCESS: The landlord shall have the right to enter the premises at any and all reasonable times to inspect, repair, remodel, redecorate, exterminate, or to show the premises to prospective tenants, purchasers, or representatives of insurance, appraisal or lending institutions. In case of emergency, the Landlord may enter at any time to protect life and/or prevent damage to the property.

REPAIRS: Tenants accept the dwelling and all its furnishings “as is” upon moving into the apartment. Tenants agree to respect and maintain the property in a good state by not marking, injuring, or defacing the walls, woodwork, floors, or any part of the premises, and to informing the Landlord of any malfunctioning system or furnishing. Tenants shall not paint, stain, wallpaper, alter, redecorate, or install fixtures to the dwelling without FIRST obtaining the Landlord’s **written** permission. Any alteration or installation affixed to the property shall become a part of its original condition. Tenants shall pay for all repairs of damages they or their guests may cause to property, furniture, furnishings, or building. Tenants shall be responsible for protecting water pipes from freezing weather (by leaving enough heat on during winter school breaks) and will be responsible for the results of neglecting to do so. If any problems occur such as water leaks please notify landlord immediately. Failure to do so will result in the tenant paying the extra amount in the water bill and any damages which result from it.

Student Housing UTILITIES: Tenants are responsible for obtaining and paying for Comcast Cable TV & Internet (888-683-1000) and phone service through Bell Telephone 800-660-7111, if not using cell phones.

_____ **UTILITIES INCLUDED** The Landlord will pay the garbage, gas, electric, water, and sewage utilities, up to \$250.00/month. The Landlord will bill the tenants, monthly, if there are any expenses over the \$250.00/month limit. (Owner to provide a copy of utility co. bills).

_____ **UTILITIES NOT INCLUDED** The tenants are responsible for obtaining and paying for the following utilities: Allegheny Power (electric) 800-255-3443; National Fuel Gas 800-365-3234; PA American Water (PAW) 800-474-7292; Clarion Area Authority (sewage) 814-226-8831. (Landlord pays for garbage pick-up).

FIRE & CASUALTY: The Landlord shall not be liable for any losses of tenant’s personal property by fire, theft, burglary, water damage, or other cause, nor for any accidental damage to person or property in or about the premises, including guests of tenants. Tenants are urged to get a RENTER’S INSURANCE POLICY. Fire extinguishers and smoke detectors/alarms are provided by the Landlord. Tenants are responsible for maintaining good batteries in smoke detectors/alarms and for refilling or replacing used fire extinguishers.

FURNISHINGS: The Landlord will not be responsible for providing any furnishings other than the kitchen stove and refrigerator.

CONDITIONS: Tenants furthermore agree. . .

- (1) to conduct themselves, their family, friends, guests, and visitors in a civil manner so as not to disturb others
- (2) to not allow kegs of beer on the premises
- (3) to park their motor vehicles in proper spaces, not on lawns
- (4) to put all garbage in the containers provided and keep yards free of litter
- (5) to not hang any banners, signs, or other materials with words or pictures on them from the house or surrounding property.
- (6) to smoke outside the apartment.

WAIVER: LANDLORDS NEED NOT GIVE THE TENANTS A NOTICE OF, OR AN OPPORTUNITY TO CORRECT, ANY PROVISION OF THIS RENTAL AGREEMENT THAT HAS BEEN BROKEN, BREACHED OR DISREGARDED BY THE TENANTS. TENANTS ALSO GIVE UP THE RIGHT TO RECEIVE A “NOTICE TO QUIT” OR “NOTICE TO VACATE” FROM THE LANDLORDS. THIS MEANS THAT THE LANDLORDS ARE NOT REQUIRED TO GIVE THE TENANTS ANY ADVANCE NOTICE THAT THIS RENTAL AGREEMENT HAS ENDED.

PROPERTY UPKEEP: Tenants are responsible for the removal of snow from their sidewalks and porches and for keeping all garbage outside the premises picked up and put in the proper owner supplied garbage cans. Landlord is responsible for driveway snow removal and mowing the lawn.

ATTORNEY AND COLLECTION FEES: If the Landlords hire an attorney to represent them as a result of any breach of this rental agreement by the tenants, the tenants shall pay the Landlords' attorney fees and court costs.

LANDLORDS DO NOT GIVE UP RIGHTS: The Landlords do not give up any rights, even if they accept rental payments or otherwise fail to enforce any terms of this rental agreement. Also, if landlords sell home/apartment prior to the end of the term of agreement you will be given a minimum 30 day notice to vacate the premises.

TENANTS HEREBY ACKNOWLEDGE WITH THEIR SIGNATURES THAT THEY HAVE READ THIS RENTAL AGREEMENT, UNDERSTAND IT, AGREE TO ITS TERMS AND CONDITIONS, AND HAVE BEEN GIVEN A COPY.

Tenant's **PRINTED** Name & Home Address

Home Phone # () _____.

X Tenant's *Signature* _____ Date _____.

Tenant's **PRINTED** Name & Home Address

Home Phone # () _____.

X Tenant's *Signature* _____ Date _____.

Tenant's **PRINTED** Name & Home Address

Home Phone # () _____.

X Tenant's *Signature* _____ Date _____.

Tenant's **PRINTED** Name & Home Address

Home Phone # () _____.

X Tenant's *Signature* _____ Date _____.

Tenant's **PRINTED** Name & Home Address

Home Phone # ()_____.

X Tenant's *Signature*_____

Date_____.

Landlord Signature:

Date_____.