

EAGLE PARK APARTMENTS

Off-Campus Housing for Clarion University Students
& Working Professionals



UNIT:

TOWER I _____
TOWER II _____
PHASE III _____

301 Grand Avenue
Clarion, PA 16214
Phone: 814-226-4300

LEASE AGREEMENT

Student:

Name: _____
Home Address: _____
City, State, Zip: _____
Cell phone: _____
Email: _____

1. The terms of the following lease agreement are mutually agreed by Eagle Park Associates L.P. II, hereafter known as **Lessor** and, the above-named individual(s) hereafter known as **Lessee(s)**.

The above-designated rental unit is to be occupied by the **Lessee(s)** and NO OTHERS

From: August to December, 2023 (Fall Semester)

From: _____ to _____, 2023-24 (Winter Intermission)

From: January to May, 2024 (Spring Semester)

From: _____ to _____, 2024 (Summer)

TOTAL RENTAL COST OF \$ _____, which is payable as follows:

FALL SEMESTER 2023	*WINTER* 2023-24	*SPRING SEMESTER* 2024	*SUMMER* 2024
Amount: _____	Amount: _____	Amount: _____	Amount: _____
❖ Due: <u>08/01/2023</u>	❖ Due: <u>12/01/2023</u>	❖ Due: <u>01/01/2024</u>	❖ Due: <u>05/01/24</u>

LATE FEES ARE 5% FOR THE FIRST 30 DAYS, 5% ADDED FOR EACH ADDITIONAL 30 DAYS.

This rental unit cannot be sublet, assigned, rented, or occupied by anyone except the above-named **Lessee(s)** without **Lessor** prior written consent or **Lessee(s)** will be in default.

***NOTICE*: THE LESSEE AGREES THEY ARE JOINTLY AND SEVERALLY LIABLE FOR ALL CONVEYANCES OF THIS LEASE.**

2. LESSOR shall be paid a **\$400.00** security deposit, separate and apart from the rent, which is to be held by the LESSOR during the entire lease term.

- A. **Lessor** has the right to terminate a lease without a paid security deposit. **Lessee will remain financially obligated to fulfill the lease agreement.**
 - B. **Lessee** who fails to initially occupy the apartment or fulfill the entire lease term automatically forfeits the security deposit and shall be in default. **Lessee will remain financially obligated to fulfill the lease agreement. Full payment will be accelerated to first due date of lease.**
 - C. The security deposit will be applied by the **Lessor** to the costs of cleaning or repairs, which are the result of the **Lessee** occupancy of the apartment. If more than one occupant in an apartment, any such expenses shall be charged equally against each **Lessee**, as the **Lessor** will not attempt to determine individual responsibility for charges.
 - D. All security deposits will be forfeited and, the **Lessee** shall be in default if the number of tenants living in the unit exceeds the number of **Lessee**. A guest of the **Lessee** may not occupy the unit for longer than two nights per week without prior written consent of the **Lessor** or the **Lessee** shall be in default. **Lessee will remain financially obligated to fulfill the lease agreement.**
 - E. The **Lessor** shall retain the **Lessee's** security deposit up to 30 days after **Lessee(s)** permanently moves out. Any deductions will be made prior to returning the security deposit.
 - F. The **Lessor** shall have the right to deduct from the security deposit any unpaid rent, late fees, or service charge as liquidated damages. **Lessor** will deduct \$35.00 for each lost, stolen, damaged, or unreturned room key and/or scan cards. **Lessor** will deduct \$5.00 for each lock-out after two lock-outs and/or \$30.00 travel expenses if lock out necessitates an Eagle Park employee to come in during non-working hours.
 - G. **Lessee** will be charged an additional amount of \$35.00 for each N.S.F. check or checks returned by **Lessee** financial institution.
 - H. Any deductions from the security deposit shall include damage plus a labor fee to be added to the cost of materials.
 - I. Candles are not permitted. Soot from candles may discolor walls. **Lessee** is responsible for the cost of repainting.
 - J. **Lessee** must provide a self-addressed, stamped envelope prior to the termination of the lease term to ensure the proper notification and/or refund of security deposit.
3. **Lessor** shall provide unit in clean, sanitary conditions. All furnishing and equipment will be provided in good, useful condition at the beginning of the rental period. The **Lessee** agrees not to injure or deface the premises in any manner and leave all furnishing inside the premises. Alterations, additions, moving furniture or improvements to the rental unit will not be permitted without prior written consent of the **Lessor**. **The Lessee agrees to notify the Lessor of any needed repairs or maintenance.**

Any damage done to the apartment, furnishings, appliances, walls, windows, flooring or doors is the responsibility of the **Lessee** living in that unit, regardless of how the damage occurred, unless it is determined damaged was due to a natural disaster.

4. **Lessor** will not be held responsible for any food or medications spoiled due to a refrigerator malfunction. **Lessee** is hereby advised and understands that the personal property of the **Lessee** is not insured by the **Lessor** for either damage or loss and the **Lessor** assumes no liability for any such loss.
5. **Lessee(s)** may leave belongings in unit during winter intermission. All scan cards will be deactivated during intermission unless prior arrangements are made with **Lessor**. **Lessee** that needs to stay over intermission will be charged additional rent. Please contact the leasing office for more details.
6. **Lessor** has the right to terminate any signed lease for a multiple occupancy unit if one of the intended occupants does not sign his or her lease. If one of the intended tenants breaks their lease or fails to occupy the unit, **Lessor** has the right to move the remaining tenant(s) into a single or double unit, if available.
7. All common areas are under the direct control of management and its agents at all times. Activities using common areas shall be permitted only at the discretion of management.
8. **Lessee** and/or their guests shall not engage in any activity creating a nuisance or disturbance affecting other tenants. Including but not limited to: loud conversations, slamming doors, running, shouting, loud parties, loud music, loud television, loud video games or other sound equipment. **Lessee** is responsible for the actions of their guest(s).
9. **Lessor** has the right to enforce a two-visitor limit per unit.
10. Underage drinking is not permitted. Open containers of alcoholic beverages are not permitted in common areas.
11. Any visitors involved in activities deemed reckless, hazardous, criminal, disorderly, threatening, or contradict the policies of the management shall be immediately removed from the property when ordered in such circumstances by the management or its agents. **Lessee(s)** agrees to cooperate in a peaceful removal of such guest(s).
12. Animals are not permitted in the buildings or on premises unless pet is used for emotional support (Documentation must be provided). A **Lessee** found in violation will forfeit original security deposit and will have to pay an additional security deposit to support Lease. Also, a Lessee may be subject to eviction if Lessee does not abide by Lease. **Lessee will remain financially obligated to fulfill the lease agreement.** **SEE ADDENDUM II ON PAGE 6 FOR DETAILS.**
13. Weapons are not permitted in building or on premises. *ANYONE FOUND IN VIOLATION WILL BE EVICTED IMMEDIATELY!* This includes all types of guns, daggers, swords, etc. **Lessee will remain financially obligated to fulfill the lease agreement.**
14. Illegal and/or unlawful drugs are strictly prohibited. *ANYONE FOUND IN VIOLATION WILL BE EVICTED IMMEDIATELY!* **Lessee will remain financially obligated to fulfill the lease agreement.**
15. Air conditioning units or portable heating units are not permitted without consent from **Lessor**.

- 16. **Lessor** shall have the right to inspect the unit at any time in the case of an emergency.
- 17. **Lessee** shall pay for all cable, telephone, and internet services.
- 18. **Lessor** will provide garbage dumpsters. A minimum of \$10.00 garbage removal fee will be assessed for any personal trash that is left in any hallway, stairwell, common area, lawn, or parking areas. All trash must be placed in garbage dumpsters provided by **Lessor**.
- 19. **Lessor** will replace smoke alarm batteries upon request.
- 20. **Lessor** is not responsible for personal possessions left in a rental unit after surrender of the unit, or termination or default of the lease. **Lessor** shall make reasonable effort to store any items of value. Any items stored will be kept for thirty (30) days after **Lessee(s)** vacates unit at a storage fee of \$10.00 per day. Any items left beyond 30 days will at **Lessor's** option be disposed of by management or given to charity and to be considered abandoned property.
- 21. **DEFAULT**
 - A. The **Lessee(s)** shall be in **DEFAULT** under this lease in the event the **Lessee(s)** fail to timely pay any installment or installments of rent or additional rent when due, or to keep all the covenants and responsibilities of this lease.
 - B. In the event of **Lessee(s)** **DEFAULT**, the **Lessor** may immediately proceed to recover possession of the premises as provided by law and/or to collect, as provided by law, all rent, and additional rent then due. Including if the **Lessor** shall collect the entire amount of rent for the full term of this lease from beginning to end as though the entire amount were due on the first day of the term in advance, along with interest, cost of suit, attorney fees, and 10% added for collection fees.
 - C. **Lessee(s)** agrees to vacate the premises upon five (5) day eviction notice, after being declared in default. **Enforcement of notice will not release Lessee from financial lease agreement.**
 - D. Security deposit is *non-refundable* if agreement is canceled, or terminated for any reason prior to the end of lease. **Lessee will remain financially obligated to fulfill the lease agreement.**
 - E. This lease contains the entire contract between **Lessor** and **Lessee(s)**. No additions shall be binding unless reduced to writing and signed by both parties and attached to this lease. However, **Lessee(s)** shall adhere to policy changes concerning common areas and management practices after proper notification in writing by **Lessor**.
- 22. **Management** reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Management shall, in its judgement, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Residents generally.

LESSEE(S) AFFIRMS BY SIGNING AND EXECUTING THIS LEASE THAT THEY HAVE READ THE ENTIRE AGREEMENT AND FULLY UNDERSTAND ALL ITS PROVISIONS. LESSOR AND LESSEE(S) HAVE PREPARED THIS WRITTEN DOCUMENT IN ORDER TO SPECIFY, CONFIRM, AND MAKE THEIR AGREEMENT KNOWN. THEY HAVE SIGNED AND SEALED IT BELOW, BOTH INTENDING TO BE LEGALLY BOUND BY ALL OF ITS CONVENANTS AND PROVISIONS.

LESSEE(S): _____ DATE: _____
TENANT'S SIGNATURE

LESSOR: _____ DATE: _____
EAGLE PARK APARTMENTS

Eagle Park Apartments

ADDENDUM I

1. Nails or tape should not be used to hang pictures. Tenant will be charged for any holes or ripped paint.
2. **Lessee must notify Lessor immediately of any leaking faucets or toilets. Failure to report a leak could result in tenant being assessed a utility surcharge.** Electrical and other maintenance issues must be reported immediately to the **Lessor**.
3. Building entry doors must be kept closed after office hours for the safety of all tenants.
4. No additional locks shall be added on doors without permission of management.
5. Bicycles must be registered in leasing office. **Lessor** is not responsible for stolen or damaged bikes.
6. Keep all windows and doors closed during the heating season to save energy.
7. Exterminator will need entrance to all units once per semester for preventive maintenance.
8. This unit is to be used as an _____ occupant dwelling.
9. Unit must be cleaned and left in a “move-in” condition upon moving out.
10. Garbage is to be disposed of properly in the dumpsters provided in back parking lot.
11. Fire extinguisher and smoke detectors are installed in working order. Unlawful removal or tampering with them will result in the tenant being charged accordingly.
12. Method of payment includes **CASH, CHECK, OR MONEY ORDER**. Please make checks and money orders payable to Eagle Park Apartments.
13. If in default **Lessee will remain financially obligated to fulfill this lease agreement.**
15. Use of the weight room is at the **Lessee’s** own risk. **Lessor** is not responsible for injury.
16. Use of parking lot is at **Lessee’s** own risk. **Lessor** is not responsible for any loss or damage.
17. Eagle Park Apartments is a **NON-SMOKING & NON-VAPING** building. If **Lessee** is found in violation, **Lessee** will forfeit the entire security deposit.

PAYMENT OPTIONS AVAILABLE:

- A. Lease amount paid in full by date due (see page 1).
- B. Monthly payments
- C. Payment by loan(s). *
 - Fall lease payment is due October 1st
 - Spring lease payment is due February 1st

***Must notify the leasing office by email before August 1st when choosing option B or C.**

Eagle Park Apartments
ADDENDUM II
PET POLICY-RULES AND REGULATIONS

Any tenant who wishes to have a pet as a support animal must inform management. **Emotional support pets are the only pets permitted in Eagle Park Apartments.** Pet owner must submit a copy of the animal's support papers by email or in person. In order for this approval, tenant must have signed authorization (below) from Eagle Park Apartments (Owner). Pets must be approved at lease signing and cannot be added after move-in. **A Tenant found in violation will forfeit original security deposit and will have to pay an additional security deposit to support Lease (as stated in Eagle Park's Lease Agreement).**

All pets must be on a leash when they are outside of their residents' unit. The pet owner assumes all responsibilities for the actions of his/her pet. If a pet becomes a nuisance, Eagle Park Apartments has the right to evict the animal and/or tenant. The pet owner is responsible for all of pet's clean up (inside & outside). **There is a \$100 fine for pet owners who do not properly dispose of pet waste.**

There is an additional \$300 (\$150/semester) pet fee to be paid before move in. This will be used for professional cleaning services of carpet and furniture. The pet owner will be responsible for any damage to Eagle Park Apartment's property caused by their pet. This would include any additional cleaning or infestation treatment needed to restore unit to original state.

Eagle Park Authorization:

Owner: _____ Date: _____

Lessee: _____ Date: _____

Unit: _____