

**RESIDENTIAL LEASE**  
**FOR LOFT, APARTMENT, OR PRIVATE RESIDENCE**

THIS LEASE is made on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to lease from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD: KGH Properties, L.P. TENANT(S): \_\_\_\_\_

Address: P.O. Box 25945 Address: \_\_\_\_\_

Philadelphia, PA 19128 \_\_\_\_\_

**1. Leased Premises.** The Leased Premises are those premises described as:

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

**2. Term.** Term of the lease shall be for a term of 9 (nine) month(s) beginning on the 15<sup>th</sup> day of August, 2009 and ending Midnight on the 15<sup>th</sup> day of May, 2010. If Tenant remains in possession of the Leased Premises with the consent of the Landlord after the lease expiration date stated above, this Lease will be converted to a month-to-month Lease and each party shall have the right to terminate the Lease by giving at least one month's prior written notice to the other party.

**3. Rent.** The semesterly rental amount for the Leased Premises is \$\_\_\_\_\_ per semester. \$1,500 of the rent is due by April 1, 2009 (\$500 per person). The balance of the first rent payment must be paid by the 1st of August, and the second semester rent is due on the 15<sup>th</sup> of December at the Landlord's address listed above. Landlord need not give notice to the Tenant regarding the Tenant's obligation to pay rent.

**4. Security Deposit.** Upon Tenant's execution of this Lease, Tenant shall make a security deposit of \$\_\_\_\_\_ to Landlord in order to ensure that Tenant complies with all terms and conditions of the Lease. This Security Deposit holds the apartment for the tenant until they take occupancy. Once lease is signed, and security deposit has been paid, the Security Deposit is non-refundable until the tenant completes the terms of this Lease. If Tenant fully complies, Landlord will return the security deposit within 4 (four) week(s) after the date Tenant delivers possession of the Leased Premises to Landlord. If Tenant does not fully comply with the terms of the Lease, Landlord may use security deposit to pay amounts owed by Tenants, including damages. Two periodic inspections throughout the year will be conducted to assess the condition of your apartment to insure that your current security deposit account is adequate enough to fully cover any damages. These inspections will be conducted in October and March.

**5. Default/Abandonment.** If Tenant defaults in payment of rent or any other term or condition of this Lease, Landlord may give Tenant written notice to cure sure default. If Tenant fails to cure such default in 10 days of receiving notice, Landlord may elect to terminate the Lease, re-enter the Leased Premises and remove the Tenant, all other occupants and their possessions and any costs incurred by the Landlord in enforcing these rights shall be deemed additional rent.

If Tenant abandons or vacates Leased Premises during the term of this Lease, Land lord may elect to re-enter the premises, without liability for prosecution or owing damages to Tenant, and, at Landlord's option, relet the Leased Premises. If Landlord elects not to relet the Leased Premises, Tenant shall be liable for the remainder of the rent due under the Lease until its expiration. If Landlord relets the Leased Premises but is unable to relet the Leased Premises for as much rent as would have been paid by Tenant during period between Tenant's abandonment and the end of the Term, Tenant shall be liable to the Landlord for the difference. Landlord may also dispose of any property left by the Tenant after abandonment without liability and apply the proceeds to reduce such difference.

**6. Occupants.** The Leased Premises shall be occupied by the following persons only:

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

No other persons shall occupy the Leased Premises without the advance written consent of the Landlord. The authorized occupants may only use the Leased Premises for residential purposes and may not use the premises for commercial or business purposes.

**7. Repairs.** Tenant must take good care of the Leased Premises and all equipment and fixtures contained therein. Tenant is responsible and liable for all repairs, replacements and damages caused by or required as a result of any acts or neglect of Tenant, Occupants, Invitees, or guests. If Tenant fails to make need repair or replacement, landlord may do it and add the expenses to the rent.

**8. Partial or Total Destruction of Leased Premises.** If the Leased Premises are partially damaged or completely destroyed by a fire or other occurrence that is not caused by the Tenant's negligence or willful act (or the negligence of Tenant's family, agent or guest), Landlord may elect to : (1) repair or rebuild the Leased Premises during the period of untenability and abate the rent proportionally for this period; or (2) not repair or rebuild the Leased Premises, terminate the Lease a prorata the rent up to the time of the damage.

**9. Alterations.** Tenant must obtain Landlord's prior written consent to paint or wallpaper the Leased Premises or to install any paneling, flooring, partitions, railings, or make any other alterations. Tenant must not alter the plumbing, ventilation, air conditioning, heating, or electric systems. All the alterations, installations and improvements shall become part of the property of the Landlord when completed and paid for, and shall be surrendered as part of the Leased premises at the end of the term. Landlord is not required to pay for any of the work performed under this section, unless Landlord has agreed to pay as indicated in the prior written consent, as required by this paragraph.

**10. Maintenance of the Leased Premises.** Tenant shall, at Tenant's expense, maintain the premises in a clean and sanitary condition at all times. At the end of the term, Tenant will leave the Leased Premises clean and in good condition, with the exception of ordinary wear and tear. Tenant shall remove all belongings and surrender all keys to the Landlord upon expiration of this Lease.

**11. Assignment/Subletting Restrictions.** Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease or other purported license to use the Leased Premises by Tenant without the Landlord's consent shall be void and shall (at Landlord's option) terminate this Lease.

**12. Utilities/Services.** Tenant is responsible for the payment of: electric (cable & internet if wanted)

**13. Landlord's Right to Enter.** Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alteration, and to show it to potential buyers, lenders, or tenants.

**14. Pets.** Tenant may not bring or keep pets in the Leased Premises without the prior written consent of Landlord.

**15. Laws and Regulations.** Tenant must, at Tenant's expense, comply with all laws, regulations, ordinances and requirements of all municipal, state and federal authorities that are effective during the term of the lease agreement, pertaining to the use of the premises. Tenant must not do anything that increases the Landlord's insurance premium.

**16. Legal fees.** If Landlord is successful in a legal action or proceeding between Landlord and tenant relating to the no-payment of rent or recovery of possession of the Leased Premises, Landlord may, to the extent legally available, recover reasonable legal fees and costs from the Tenant, and such fees and costs recovered shall be deemed additional rent.

**17. Inspection Prior to Occupancy.** Tenant has inspected the leased Premises, and agrees that the Leased Premises, and all improvements, are in good, habitable condition as of the date of this lease.

**18. Quiet Enjoyment.** If Tenant promptly pays rent and obeys all of the terms of this lease, the Tenant may remain in and use the Lease Premises without interference by Landlord.

**19. Binding Obligations and Entire Agreement.** This lease agreement is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place. Tenant and Landlord have both read this Lease and affirm that this lease contains the entire and only agreement between the parties.

**20. Joint and Several Obligation.** If more than one person executes this lease as a Tenant, the obligations of all Tenants shall be joint and several with each Tenant assuming full liability for the obligations under this Agreement.

**21. Additional Terms and Conditions Agreed to by Both Parties.**

1. No pets of any kind
2. No partying, beer kegs, large groups of people, no drugs.
3. No loud sounds, sounds that affect other tenants.
4. No person(s) is to live in or sleep in unit for longer than 3 days at a time except name(s) on this lease.
5. Upon termination of lease, all items must be removed. Any item left in apartment or near dumpster, a fee will be deducted from deposit.
6. The parking lot behind apartment is for tenant use only, all other cars parked on lot will be ticketed by Kutztown police or towed at owner's expense.
7. If lease is terminated before termination date, the balance of rent due will be charged unless the unit is subsequently filled.
8. NO SMOKING in any part of the building

This lease is effective when the Landlord delivers a copy signed by all parties to the Tenant. The Parties have signed this agreement in duplicate the day and year written above.

\_\_\_\_\_  
KGGH PROPERTIES, L.P.  
(Landlord or Landlord's authorized agent)

\_\_\_\_\_  
(tenant)

\_\_\_\_\_  
(tenant)

\_\_\_\_\_  
(tenant)