

**LEASE AGREEMENT**

**NOTICE TO TENANT: THIS LEASE CONTAINS WAIVERS OF CONSUMER RIGHTS. IF YOU DO NOT MEET YOUR LEASE OBLIGATIONS YOU MAY LOSE YOUR SECURITY DEPOSIT. YOU MAY ALSO BE EVICTED AND SUED FOR MONEY DAMAGES. BY SIGNING THIS LEASE, YOU ARE WAIVING CERTAIN IMPORTANT RIGHTS.**

**The Landlord and Tenant agree to lease the Apartment on the following terms:**

**LANDLORD: JRWILKES, L.P.**

**Landlord's Address for Notices: JRWilkes, L.P., c/o Punia & Marx, Inc., P.O. Box 6817, Bridgewater, New Jersey 08807-6817**

**TENANT(S):** \_\_\_\_\_  
(said person(s) hereinafter referred to individually as the "Tenant" and collectively as the "Tenant").

**APARTMENT:** \_\_\_\_\_ (**"Apartment"**)      **BEDROOM(S) :**  
located at \_\_\_\_\_, Wilkes-Barre, County of Luzerne, PA (the aforesaid address hereinafter referred to as the "Apartment Complex").

**LEASE DATE:** \_\_\_\_\_

**TERM: beginning:** \_\_\_\_\_ **and ending 12:00 noon:** \_\_\_\_\_

**RENT FOR TERM:** \_\_\_\_\_  
\_\_\_\_\_

**MONTHLY RENT:** \_\_\_\_\_

**UTILITIES PAID BY LANDLORD:**  water,  sewer,  trash removal,  snow removal,  exterminating,  heat,  hot water, other none.

**SECURITY: \$** \_\_\_\_\_ **LAST MONTH RENT: \$** \_\_\_\_\_

**PARKING PERMIT #**      **@ \$30.00 Per permit per month**

**KEY DEPOSIT:** \_\_\_\_\_ key(s) at \$15.00 per key, \$ \_\_\_\_\_

**PET FEE \$30.00 per month.** \_\_\_\_\_ (Declawed cats only)

Attached is a \_\_\_\_\_ page rider which is a part of this Lease.

1. **USE.** The Apartment must be used only as a private residence for the following named adult(s):  
\_\_\_\_\_. Only a Tenant named above may use the Apartment.  
However, this still remains subject to limits on who may legally occupy an Apartment of this size.

2. **FAILURE TO GIVE POSSESSION.** Landlord shall not be liable if it cannot give Tenant possession on the beginning date of the Term. Rent starts at the beginning of the Term unless Landlord cannot give possession (rent shall then be payable when possession is available). Landlord will notify Tenant when possession is available. The ending date of the Term will not change.

3. **RENT, ADDED RENT.** The rent for each month must be paid by the first (1st) day of the month, at Landlord's address. Landlord need not give notice to pay rent. Rent must be paid in full without deduction. The first month's rent (and any partial month's rent) will be paid when Tenant signs this Lease. All rent payments must be made by check or money order payable to **JRWilkes, L.P.** Rent must be mailed to the Landlord at the Landlord's address as stated above or deposited at the Manager's office at Apartment Complex. Tenant may be required to pay other charges to Landlord under the terms of this Lease. Whether or not stated as such, those other charges are considered "**added rent**". If Tenant fails to pay the added rent, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Tenant must pay a **TWENTY (\$20.00) DOLLAR "LATE CHARGE"** for any rent payment received by Landlord after the fifth (5th) day of each month. Tenant must pay a **second additional THIRTY (\$30.00) DOLLAR "LATE CHARGE"** for any rent payment received by Landlord after the fifteenth (15th) day of each month. Tenant must pay a **TWENTY FIVE (\$25.00) DOLLAR "NOT SUFFICIENT FUND CHARGE"** each time a check is returned from Tenant's banking institution regardless of reason. In the event two (2) checks are returned by the bank during the Term, Landlord shall only accept cash, a bank cashier check, or money order as payment of rent and added rent. If a returned check results in a late rental payment, the late charge(s) will also be due.

4. **RENEWAL TERM.** None.

5. **NOTICES.** Any bill, statement, approval, consent, permission or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord, it must be mailed or delivered to Landlord's address. It will be considered delivered on the day received by Landlord (or if not mailed, when left at the proper address). They must be given by (i) certified or registered mail, return receipt requested or (ii) hand delivery with written receipt. Each party must accept and claim the notice given by the other.

6. **SECURITY.** Tenant must give security to the Landlord in the amount stated above. The security will be deposited in an escrow account. If Tenant fails to timely perform any term in this Lease (such as paying rent on time), Landlord may use the security. If the Landlord uses the security, Tenant shall (upon notice from Landlord) restore the security. That amount is due, when billed, as added rent. At all times Landlord shall have the amount of security stated above.

If Tenant fully performs all terms of this Lease, then Landlord will return the security being held, in accordance with law. Tenant may not apply security to pay rent. Landlord may put the security anywhere permitted by law. Tenant's security will earn interest only when and as required by law. **Tenant must give Landlord a self-addressed envelope, with proper postage, upon termination of the Lease or upon Tenant's surrender and Landlord's acceptance of the Apartment, in order to secure a security refund.**

**7. UTILITIES, SERVICES AND MECHANICAL SYSTEMS.** Tenant will arrange and pay for all utilities and services, except the utilities and services to be paid by Landlord as stated above. Landlord has no obligation to provide (or liability for providing) the utilities Tenant pays. Damage to equipment or appliances supplied by Landlord, caused by Tenant's neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added to rent. Tenant must not use any appliance or other equipment unless installed by Landlord or with Landlord's written consent. Landlord may stop service of plumbing, heating, or electrical or mechanical systems, because of accident, emergency, repairs or changes, until work is complete.

**8. ALTERATIONS.** Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built-in" decorations, partitions, railings, or to make alterations or to paint or wallpaper the Apartment. Tenant must not change or impair the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations will become the property of Landlord when completed and paid for. They will remain as part of the Apartment at the end of the Term. However, Landlord may demand that Tenant remove the alterations and installations before the end of the Term. If Landlord wants them removed, Landlord will give Tenant at least 15-days' notice before the end of the term. Tenant will comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a lien is filed on the Apartment and/or Apartment Complex for any reason relating to Tenant, Tenant must immediately pay or bond the amount of the lien within 20 days. If not, Landlord may pay or bond the lien. Landlord's costs shall be added rent.

**9. REPAIRS.** Tenant must take good care of the Apartment and all equipment, property and fixtures in it. Landlord will repair the plumbing, heating and electrical systems, unless caused by Tenant's act or neglect. In that case Tenant must, at Tenant's cost, make all repairs and replacements. If Tenant fails to make a needed repair or replacement, Landlord may do it, and add it to the rent.

**10. FIRE, ACCIDENT, DEFECTS, DAMAGE.** Tenant must give Landlord immediate notice of fire, accident, damage, or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable (as long as not caused by Tenant). If part of the Apartment cannot be used, Tenant must pay rent for the useable part. Landlord shall have the right to decide which part of the

Apartment is usable. If the Apartment is damaged by fire or other casualty, Landlord may cancel the Lease. If the Landlord decides to cancel, Landlord will notify tenant within 30 days of fire or casualty. If not Landlord shall have a reasonable time to repair.

If not, Landlord shall have a reasonable time to repair. If the fire or casualty is caused by an act or neglect of Tenant (or Tenant's family, employee, guest or invitee), then all repairs will be made at Tenant's expense. However, Tenant must still pay the full rent with no adjustments. The cost of the repairs will be added to rent. If Landlord repairs, Landlord is never required to repair or replace any fixtures, furnishings, personal property or decorations, but only equipment that is originally installed by Landlord. If cancelled, the Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice, and pay all rent due through the date of the fire or casualty. The cancellation does not release Tenant of liability in connection with the fire or casualty.

11. **LIABILITY.** Landlord is not liable for loss, expense or damage to any person or property, unless due to Landlord's negligence. Tenant is liable for all acts or negligence of Tenant, Tenant's family, employees, guests or invitees.

12. **ENTRY BY LANDLORD.** Landlord may enter the Apartment during reasonable hours without notice, for inspection, repairs, or display to prospective tenants, maintenance and improvements. Management may enter at any time to protect life and prevent damage to property.

13. **ASSIGNMENT AND SUBLEASE.** Tenant must not assign all or part of this Lease, or sublet all or part of the Apartment, or permit any other person to use the Apartment. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Unless otherwise agreed to in writing by Landlord, (i) Tenant remains bound to the terms of this Lease after an assignment or sublet is permitted, (ii) the assignee or subtenant does not become Landlord's tenant, and (iii) Tenant is responsible for acts and neglect of any person in the Apartment including a new assignee or subtenant.

14. **SUBORDINATION, ATTORNMENT and CERTIFICATES.** This Lease and Tenant's rights are subject and subordinate (inferior) to all present and future: (a) leases for Apartment Complex or the land on which it stands, (b) mortgages on the leases or Apartment Complex or land, (c) agreements securing money paid or to be paid to a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant. A new owner may want Tenant to remain as a tenant under this Lease. If the new owner requests, Tenant will sign an agreement recognizing that. This is known as "attornment". Upon request by Landlord, Tenant shall sign a certificate confirming the following: (1) this Lease is in full force and unchanged (or if changed, how it was changed); (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; (3) Tenant is fully performing all the terms of the Lease and will continue to do so; (4) rent and added rent have been paid to date;

and (5) any other reasonable statement required by Landlord. The certificate will be addressed to the party Landlord chooses.

15. **NO LIABILITY FOR TENANT'S PROPERTY.** Landlord is not responsible for (a) loss, theft or damage to the Tenant's property, or (b) injury caused by the Tenant's property or its use. Landlord does not carry insurance for Tenant's personal property. Tenant will obtain and pay for that insurance.

16. **INSOLVENCY.** If (1) Tenant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30-days' notice of termination of this Lease. If any of the above is not fully dismissed within 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses, without offset.

17. **CORRECTING TENANT'S DEFAULTS.** If Tenant fails to timely correct a default, Landlord may correct it at Tenant's expense. Landlord's costs to correct the default shall be added to rent.

18. **TENANT'S DUTY TO OBEY LAWS AND REGULATIONS.** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests and directions of all governmental authorities, Landlord's insurers or similar groups.

19. **TENANT'S DEFAULT.** The following are not the only rights and remedies. They are in addition to those provided or permitted by law.

**A. TENANT'S WAIVER OF NOTICES. LANDLORD SHALL NOT BE REQUIRED TO GIVE TENANT A NOTICE OF DEFAULT, OR AN OPPORTUNITY TO CORRECT ANY DEFAULT. TENANT ALSO WAIVES THE RIGHT TO RECEIVE A "NOTICE TO QUIT" OR "NOTICE TO VACATE" FROM LANDLORD. THIS MEANS LANDLORD IS NOT REQUIRED TO NOTIFY TENANT TO REMOVE FROM (LEAVE) THE APARTMENT.** Landlord may give Tenant a termination notice (but Landlord is not obligated to give that notice). If given, the termination notice will state the date the Term will end. Tenant must leave the Apartment and give Landlord the keys on or before the termination date. Tenant continues to be responsible as stated in this Lease.

**B.** If (1) the Lease is terminated; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment; or (4) the Term has ended; or (5) Tenant has defaulted in any obligation under this Lease, Landlord may, in addition to other rights and remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Tenant and any person or property, (b) use eviction or other lawful method to take back the Apartment, and (c) sue for money damages.

**C.** If this Lease is terminated, or Landlord takes back the Apartment, the following takes place:

(1) Rent and added rent for the un-expired Term becomes due and payable at once.

(2) Landlord may re-let the Apartment and anything in it. Tenant remains liable and is not

released except as provided by law.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and last to pay any amounts Tenant owes under this Lease.

(4) From time to time Landlord may bring actions for damages.

(5) If Landlord re-lets the Apartment, the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Tenant must continue to pay rent, damages, losses and expenses, without offset.

D. Tenant will pay Landlord all reasonable costs and expenses Landlord incurs to enforce this Lease. This includes attorney fees and court costs.

20. **NO WAIVER, ILLEGALITY.** Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal or unenforceable, the rest of this Lease remains in full force.

21. **RULES.** Tenant must comply with Landlord's Rules. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules.

A. The use or storage of gasoline and/or similar combustibles in or about the Apartment is strictly prohibited.

B. Children are not to play or be unnecessarily noisy in halls, roofs, entrances, stairways, fire escapes, basements, or parking lots.

C. In consideration of others, residents and their guests are not to make any disturbing noise at any time before 9AM or after 10PM. Singing, playing of musical instruments or loud operation of television set, radio, or stereo is not permitted if disturbing to other residents or neighbors.

D. No unnecessary noise or boisterous conduct is permitted at any time.

E. No sign, advertisement, notice, door plate or other similar device shall be inscribed, painted, engraved or fixed to any part of the outside or inside of the Apartment.

F. Glue, tape, adhesives, nails, tacks, brads, or screws shall not be driven into walls, floors, doors, cabinets or ceilings of the Apartment, nor shall there be any boring or marring of the above areas. Approved picture hangers and curtain rod holders may be installed in drywall or plaster walls, only as normally and customarily accepted.

G. No personal property of any description is to be placed on or permitted to remain on the lawns, steps, porches, balconies, and stairs or hung from windows.

H. Locks may not be changed, nor additional locks put on any doors without prior permission. The Landlord will be given duplicate keys for all so installed, prior to the installation, at the Tenant's expense.

I. Drying of clothes on the outside of the Apartment, balconies, or porches is not permitted.

J. Residents and/or guests are not permitted to exceed a speed of ten (10) miles per hour on the driveways or parking areas.

K. No outside aerials are permitted.

L. No resident shall use any part of a parking area for the purpose of repairing or washing any vehicle, or as dead storage for a vehicle or object. All vehicles must be in operating condition and have all current state inspections and registrations. Any vehicle not conforming will be removed from Apartment Complex at the owner's expense.

M. Children must be under adult supervision at all times.

N. No bedding material containing water is permitted.

O. Landlord's normal maintenance hours are from 9AM to 4PM Monday thru Friday.

P. Landlord has the right to change the rules and regulations, at any time to maintain the safety and well being of the residents of Apartment Complex.

22. **REPRESENTATIONS, CHANGES IN LEASE.** Tenant has read this Lease. All promises made by Landlord are in this Lease. There are no others. The Lease may be changed only by an agreement in writing signed by and delivered to each party.

23. **LANDLORD UNABLE TO PERFORM.** Landlord may be delayed or unable to (a) carry out Landlord's promises and agreements, (b) provide any service or utility required to be provided, (c) make any required repair or change to the Apartment, or (d) supply any equipment or appliances required to be supplied. Tenant's obligations are not affected if that results from settling insurance claims, obtaining estimates, weather, labor or supply problems, public authorities, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control.

24. **END OF TERM AND ABANDONMENT.** At the end of the Term, Tenant must leave the Apartment clean and in good condition, subject to ordinary wear and tear. Tenant will remove all of Tenant's property, alterations and decorations. Tenant must repair all damages to the Apartment, including drywall and door holes. Tenant must clean all walls, windows, window sills and tracks, fixtures, toilets, sinks, shower, tub, stove, oven, cabinets, refrigerator, and carpeting. After Tenant physically vacates the Apartment, Landlord will give Tenant notice about any of Tenant's personal property remaining and considered to have been abandoned. Within ten (10) days of the postmark of said notice, Tenant must retrieve any items they wish to keep or contact the Landlord to request that the property be retained or stored. If requested, storage will be provided for up to (30) thirty days from the postmark date of said notice at a place of Landlord's choosing, and Tenant will be responsible for costs of storage. Landlord shall not be liable for any injury or damage arising out of or resulting from any reasonable disposal of such property.

25. **SPACE "AS IS". TENANT HAS INSPECTED THE APARTMENT AND BUILDING. TENANT STATES THEY ARE IN GOOD ORDER AND REPAIR AND TAKES THE APARTMENT "AS IS".**

26. **QUIET ENJOYMENT.** Subject to the terms of this Lease, as long a Tenant is not in default, Tenant may peaceable and quietly have, hold and enjoy the Apartment for the Term.

27. **VEHICLES.** The use or storage of Tenant's or any other person's vehicle, whether or not parked or be driven in or about the parking area shall at all times be at the sole risk of Tenant. Landlord is not liable for damage to, or caused by, any vehicles. This includes property damage and bodily injury. Tenant will indemnify and defend Landlord for all liabilities.

28. **LIMIT OF RECOVERY AGAINST LANDLORD.** In the case that Landlord shall be a partnership, an association or other form of joint ownership, the individual members or entities thereof shall have absolutely no personal liability or obligation relating to, arising from, or in connection with this Lease. Tenant is limited to Landlord's interest in the property known as Apartment Complex for payment of a judgment or other court remedy against Landlord.

29. **PARTIES BOUND BY LEASE.** This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

30. **LANDLORD.** Landlord means the owner of the Apartment, or the lessee of Apartment Complex, or a lender in possession. Landlord's obligations end when Landlord's interest in the Apartment is transferred. Any acts Landlord may do may be performed by Landlord's agents or employees.

31. **PARAGRAPH HEADINGS.** The paragraph headings are for convenience only. They should not be used to interpret the Lease.

32. **BROKER.** Tenant states that no broker assisted with leasing the Apartment.

33. **PETS. NO DOGS** are permitted on the premises. A fee of \$30 per month for declawed cats.

34. **KEYS.** Tenant acknowledges the receipt of one door key and one mail box key. These keys are to be returned at the time of vacating the Apartment or Tenant forfeits their key deposit. Tenant must pay a \$15.00 additional rent charge for each Apartment or mailbox key replaced by Landlord during the rental term or not returned at the termination of the Lease or the end of the rental term.

35. **PARKING PERMIT.** Tenant acknowledges the above referenced parking permit(s). This permit is to be returned at the time of vacating the Apartment. Tenant must pay a \$50.00 additional rent charge for each Parking Permit replaced by Landlord during the rental term or not returned at the termination of the Lease or the end of the rental term.

36. **SECURITY. Tenant hereby agrees and acknowledges that Landlord shall not provide and shall have no duty to provide any security services to Tenant or the apartment community. Tenant shall look solely to the Public Police Force for security protection.** Tenant agrees and acknowledges that protection against criminal action is not within the power of the Landlord, and, even if from time to time Landlord provides security services, those services cannot be relied upon by Tenant and shall not constitute a waiver of, or in any manner modify, the above agreement. Landlord shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against Tenant, Tenant's family, licensees, invitees or guests.

37. **SPECIAL STIPULATIONS**, if any: The Landlord is not obligated to provide a dishwasher nor air conditioning. In the event that a two bedroom apartment is leased to Tenant as a one bedroom at an one bedroom price, the second bedroom is not deemed to be part of the leased premises/Apartment and Tenant shall have no right to occupy or use said second bedroom.

38. **SMOKE ALARM**. Landlord shall install and maintain fire prevention, protection and warning equipment situate in the common areas of the Apartment Complex. Tenant agrees not to interfere with or disable any such equipment. Tenant shall advise the Landlord of any suspected tampering to such equipment. Upon assignment of the Lease, Landlord shall verify that the battery operated smoke alarm in the Apartment is operational.

39.**BED BUG INFESTATION**. In the event of a bed bug infestation in the Apartment, Tenant is required to report said infestation to Landlord within 24 hours of discovery. Tenant agrees to enter into and shall be responsible for the cost of a bed bug treatment agreement with a reputable licensed pest control professional to treat a bed bug infestation of the Apartment. Tenant agrees to be responsible for and to relieve and relieves Landlord from all liability by reason of any injury or damage to any person or property in the Apartment, caused by bed bugs. In the event of the failure of Tenant to contract for and orchestrate the start of bed bug treatment on a timely basis, Landlord may contract for such treatment services, and the cost for such service, at the sole option of the Landlord, to be charged to Tenant as additional rent.

40.**Addendums/Riders attached hereto are incorporated by reference to this Lease Agreement.**

**SIGNATURES, EFFECTIVE DATE**. Landlord and Tenant have signed this Lease as of the above date. It is effective upon the signing by both Tenant and Landlord. **IF MORE THAN ONE TENANT SIGNS THIS LEASE, THEIR LIABILITY WILL BE JOINT AND SEVERAL. THIS MEANS THAT EACH IS FULLY RESPONSIBLE FOR PERFORMING ALL OBLIGATIONS, AND FOR ALL PAYMENTS.**

**LANDLORD:**  
**JRWILKES, L.P.**

**TENANT:**

**By: JPJR, LLC**  
**Its: General Partner**

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**BY:** \_\_\_\_\_  
**Its: Manager**

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**Date:** \_\_\_\_\_

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