

## Residential House Lease

**Lease** made this date, September 9, 2014, by and between Donahue Enterprise (Landlord) and John Smith (Tenant). As consideration of the agreement Landlord agrees to rent to Tenant the premises located at 123 Any Street, Meadville, Pa. 16335

**Terms:** Tenant agrees to pay in advance \$785.00 per month on the 1<sup>st</sup> day of each month. The agreement shall commence on September 15, 2014 and conclude on September 30, 2015. If either party is unable to complete this agreement, a minimum of 90 days notice must be given in writing. Rent of \$392.50 for September is payable with lease.

**Payments:** Rent and all other charges are to be paid to the Landlord at Donahue Enterprises, 230 Columbia Avenue, Meadville, Pa. 16335. Landlord acknowledges receipt of a security deposit of \$750.00 at the date of this agreement.

**Security Deposit:** The deposit shall secure compliance with the terms of this agreement and shall be refunded within 30 days after the property is completely vacated less any amounts for unpaid rent, cleaning, key replacement, repair of damages during tenants lease term. Security deposit of \$750 and pet charge of \_\_\_\_ has been paid at time of agreement

**Late Charge:** A late fee of \$30 per day shall be assessed for any rents not paid by the due date specified, unless there is specific written agreement in advance. Any checked not honored by the bank shall be treated as unpaid rent, and subject to a NSF charge of \$100 in addition to any late fees.

**Utilities:** Tenant agrees to pay all utilities based upon occupancy, included but not limited to National Fuel Gas, Penelec.

**Occupants:** Occupancy shall not exceed 6 persons. All pets shall be by advance permission of Landlord, with additional rent, pet charge, and security deposit as agreed to.

**Destruction of premises:** If the premises should become totally or partially destroyed during the term of this agreement Landlord may terminate this agreement immediately upon three day written notice to the tenant.

**Insurance:** Tenant acknowledges that the Landlord's insurance does not cover personal property of the tenant for any cause nor shall Landlord be held liable for such losses. Resident is advised to obtain his own insurance to cover any personal losses.

**Assignment:** Tenant cannot transfer, assign, or sublet the premises or any part thereof.

**Property Maintenance:** Tenant shall be responsible for maintaining property in condition it is received, except for normal wear and tear. Tenant must obey all local ordinances, including but not restricted to lawn maintenance, snow removal, and garbage and trash removal.

**Right of entry and inspection:** Landlord may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment, or in case of emergency services requirement including Police action. At any other time, Landlord shall give 24 hours notice prior to entry.

**Waiver:** Landlord's acceptance of rent with knowledge of any default by tenant or waiver by landlord of any breach of this agreement shall not constitute a waiver of subsequent breaches.

**Attorney's Fees:** If any legal action is brought by either party of this agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

**Notices:** All notices to tenant shall be served at tenant's residence 16462 Harmonsburg Rd, Meadville, Pa. Notices for Landlord shall be served at 230 Columbia Avenue, Meadville, Pa.

**Default:** Default by the tenant in any terms of this agreement shall constitute default and may result in immediate eviction.

**Entire Agreement:** This agreement constitutes the entire agreement between the Landlord and Tenant. All modifications and notices shall be in writing in order to be valid.

**Receipt of agreement:** The undersigned resident has read and understands this agreement and acknowledges receipt of a copy at the time of signing.

Tenants:

\_\_\_\_\_  
**John Smith**

Date \_\_\_\_\_

Landlord Donahue Enterprises:

\_\_\_\_\_  
Patrick Donahue  
Partner

Date \_\_\_\_\_