

**ALL MAZE GROUP PROPERTIES ARE SMOKE FREE! THANK YOU FOR NOT SMOKING!**

**MONTHLY LEASE AGREEMENT FOR**

**MAZE GROUP DEVELOPMENT, INC**

1341 N. Delaware Ave

Suite 208

Philadelphia, PA 19125

Tel. (215) 751-0203 Fax (215) 751-2750

**(NOTICE: YOU ARE GIVING UP CERTAIN IMPORTANT RIGHTS. YOU ARE WAIVING YOUR RIGHT TO HAVE A NOTICE SENT TO YOU BEFORE THE LANDLORD STARTS A COURT ACTION TO RECOVER POSSESSION FOR NON-PAYMENT OF RENT OR FOR ANY OTHER REASON. YOU HAVE THE RIGHT TO HAVE AN ATTORNEY REVIEW THIS LEASE BEFORE YOU SIGN IT.)**

The Landlord and The Tenants agree to lease the Property for the Term, and the Rent stated, as follows:

1. **DATE:** The date of this Lease Agreement is **December 1, 2015**.
2. **LANDLORD:** The Landlord is Maze Group Development, Inc., agent for **1800 16th Street, LLC**.
3. **TENANTS:** The Tenants are **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**.
4. **RENTAL PROPERTY:** The Landlord agrees to rent to Tenants, Building **XXXXXXXXXXXX** Each tenant will occupy one bedroom, herein referred to as a Bedroom. Additionally, Tenants have the right to use, along with other Tenants of the House and their agents and guests, the living room, kitchen, bathrooms, basement, and rear yard not rented to another tenant for their exclusive use. The Bedroom, Bathroom and portions of the House which Tenants may use in common with others is collectively referred to as the Premises.
5. **USE:** The Tenants will use the property only as a residence.
6. **TERM OF LEASE AGREEMENT:** The Lease will begin on **August 1, 2016 (August 15, 2014 – MOVE IN DATE)**. The first month's rent is due on the first day of the month. However, the Move-in date will be the date on which the landlord gives possession of the premises to the tenants. The move-in date will be no earlier the 15<sup>th</sup> day of the month. The Lease will end on **July 31, 2015**.
7. **AMOUNT OF RENT:** The entirety of the rental amount will include monthly payments of **\$XXXX.XX**
8. **DATES RENTAL PAYMENTS ARE DUE:** The monthly payments are due on **the first of every month and will be considered late on the 4<sup>th</sup> day of each month**.
9. **SECURITY DEPOSIT:** The Tenants must deposit with the Landlord a Security Deposit of **\$1,500.00**. At the end of the lease damages to the Bedroom and common area will be assessed and the refund amount to be returned will be calculated. Either the full refund or a damage list will be mailed to the tenants no later than 30 days after lease end. Copies of final utility bills (gas/electricity/water) plus payment confirmation must be provided prior to the release of the security deposit. Any unpaid utility charges will be deducted from the security deposit. It is the tenant's responsibility to provide the Landlord with a current mailing address.

The Tenants are not allowed to use the Security Deposit to pay Rent. In the event of sale or transfer of the Landlord's interest in the Premises by Landlord, the Landlord shall have the right to transfer, in accordance with applicable law, the security Deposit to the transferee. The Landlord shall thereafter be considered released by Tenants from all liability for the return of such Security Deposit and Tenants shall look to Landlord's transferee solely for the return of said Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Tenants without prior written consent of Landlord and any attempt to do so shall be void.

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10. **NUMBER OF PERSONS:** The maximum number of person(s) allowed under this lease is **three (3)**.

11. **PAYMENT SCHEDULE**

Rent Payments and Due Dates (per tenant)														
Initial	Term	Total Value	8/1/16	9/1/16	10/1/16	11/1/16	12/1/16	1/1/17	2/1/17	3/1/17	4/1/17	5/1/17	6/1/17	7/1/17
	Full Year	\$ 7,680	\$ 640	\$ 640	\$ 640	\$ 640	\$ 640	\$ 640	\$ 640	\$ 640	\$ 640	\$ 640	\$ 640	\$ 640
Rent Payments and Due Dates														
Initial	Term	Total Value	8/1/16	2/1/17										
	Full Year	\$7,526	\$ 3,763	\$ 3,763										

12. **UTILITIES:** Tenants will pay all charges for heat, water, sewage, basic cable, internet, electricity and any other service used in the unit during the term of this Lease, and any extension thereof. At the end of the lease term, copies of the final utility bills plus payment confirmation must be provided in order for the Security Deposit to be released.

13. **LATE CHARGE:** If the Rent plus any other charges are not received by the Landlord on the stated dates in this Lease or as stipulated in invoices received during the Term of this Lease, the Tenant must pay a Late Charge of Ten Percent (10%). This shall not constitute a waiver of the Landlord’s right to institute proceedings of rent, damages, and/or possession of the Premises for non-payment of any installment of rent.

14. **POSSESSION PRIOR TO COMMENCEMENT OF LEASE; USE OF TEMPORARY PREMISES**

Landlord may give permission to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the term of the Lease, and/or to occupy any House of Landlord other than the Premises at any time. Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease. The rent provided for under this Lease shall be apportioned for such period of occupancy (as to space on a square foot basis, and as to time, on a daily basis) unless otherwise agreed to between the parties.

15. **TENANTS HOLDING OVER:** If the Tenants do not surrender the Premises after the Lease term, or any renewal or extension thereof is terminated, the Tenants will pay to the Landlord all of the damages which the Landlord suffers as a result thereof. The Tenants will also indemnify the Landlord against all claims made by any succeeding Tenants against the Landlord based upon delay by the Landlord in delivering possession of the Premises to said succeeding Tenant.

If Tenants shall continue to occupy the Premises after the expiration of this Lease Agreement, or any such renewal or extension thereof, and if the Landlord shall have consented to such continuation of occupancy, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the stated rent herein payable hereunder just prior to the Tenants holding over. The Lease shall continue until either party shall mail notice to the other at least one (1) month prior to the end of any calendar month that the party giving such notice elects to terminate the Lease at the end of such calendar month in which event the Lease shall so terminate. As long as the Tenants are in possession of the Premises, all of the obligations of the Tenants and all rights of the Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

16. **EXISTING DAMAGES:** Upon written request of Tenants within fifteen (15) days of occupancy, Tenants shall have the right to have the Premises inspected by the Landlord, in the Tenants’ presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy. Within five (5) days after the Tenants receive Landlord’s list, Tenants shall, if Tenants disagrees with the Landlord’s written list of existing damages, serve on the Landlord a statement itemizing those portions of Landlord’s list with which Tenants disagree.

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**17. WHAT TENANTS AGREES TO:**

- A. **PAYMENTS:** Tenants agrees to pay the Rent and any other charges when due.
- B. **CLEANLINESS:** The Tenants will keep the House clean and free of trash, garbage, mice, insects and vermin. In the event the tenant is in compliance and pest persist extermination services will be provided. Tenants agree not to store garbage, trash bags and boxes outside the door to Tenant's or any other Tenant's door. Tenants agrees to place trash and garbage outside on the street curb on designated trash pick-up days, or place in designated trash receptacles inside designated trash areas.
- C. **NO DISTURBANCE TO OTHERS:** The Tenants will not do anything to disturb other Tenants such as causing too much noise, vibration, bad smells or electronic interference with radios and television sets. The Tenants will not do anything to disturb or interfere with Landlord's employees, contractors or visitors. The Tenants will not give or permit vocal or instrumental instruction or practice in the Premises.
- D. **NO INSTALLATIONS:** The Tenants shall not install any laundry or dishwashing machine, refrigerator, air conditioning, ventilation equipment, or other mechanical equipment without the Landlord's permission.
- E. **NO TRANSFER (ASSIGNMENT) OR SUB-LEASE:** Tenants will not: (a) assign this Lease, or sublet said Premises, or any part thereof; (b) permit the Premises to be occupied by anyone other than Tenants and such other tenants of the Premises as may be authorized by Landlord, without prior written consent of Landlord, which consent may be withheld in the sole and absolute subjective discretion of the Landlord which consent may not be unreasonably withheld; or (c) use or permit the Premises to be used for any purpose other than that of a private dwelling. In the event Landlord agrees to an assignment of this Lease or subletting of the Premises, Tenants will be charged a fee of One Hundred Fifty dollars (\$150.00) for the additional office work involved and a sublease Addendum must be signed.
- F. **REPAIRS:** Tenants shall take good care of the property and shall not cause any damage to the property. Tenants will be responsible for costs of repair or any damage caused by Tenant and/or their guests. Tenants shall further prevent any person on the Premises with tenant's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the House or the Premises or the facilities, equipment or appurtenances thereto, nor may the Tenants do any such thing. Tenants will promptly report to Landlord in writing any evidence of a water leak or excessive moisture in the House.
- G. **HAZARDOUS MATERIALS:** Tenants agrees not to keep or store any hazardous or combustible materials on the property such as propane tanks.
- H. **NO CHANGES:** The Tenants agrees not to make any changes or alterations to either the interior or exterior of the property nor any part of the property. Tenants will not add or change any lock without first obtaining the Landlord's written permission and providing the Landlord with the keys.
- I. **NO PAINTING BY TENANTS:** The Tenants agree not to paint or paper the walls, ceilings, floor or fixtures without the Landlord's written permission. If written permission is given by the Landlord, the Tenants agree to restore the property to its original condition prior to vacating the Premises.
- J. **PERMISSION TO HANG PICTURES AND OTHER THINGS:** The Tenants are allowed to hang pictures, curtain rods, drapery rods and decorations on the walls of the House as long as they do not weaken or create large holes in the walls.
- K. **WATER-CONTAINING FURNITURE:** The Tenants agree not to use any water-containing furniture in the property, such as water beds.
- L. **PETS:** Tenants agree **NOT** to have any pets on the property.

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- M. **ILLEGAL ACTIVITY:** Tenants agree not to conduct any illegal activity on the property, including, but not limited to, the sale, possession or manufacture of illegal drugs or drug paraphernalia. Further, any underage consumption of any alcoholic beverages or sale thereof is strictly prohibited and grounds for immediate termination of this Lease.
1. Tenants will not permit the dwelling unit to be used for, or facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is the resident or a guest of the resident.
  2. Tenants shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on the Premises.
  3. Tenants shall not possess or store firearms on the Premises.
- N. **PERMANENT IMPROVEMENT:** Notwithstanding the above, any alterations, additions or improvements of a permanent nature which may be made to either the Premises or the House shall, at the expiration of the Lease term, be the property of the Landlord and remain with the Premises and/or the House.
- O. **COMPLIANCE WITH RULES AND REGULATIONS:** The Tenants, Tenants' family, employees, agents and guests, will observe and comply with the rules and regulations set forth in this. It is further agreed that the Landlord may modify these rules and regulations and that a violation of the rules and regulations is a default under this Lease.
- Tenants must not throw or drop any item of any nature out of the windows or doors from any room or common area.
  - Smoking is not permitted in the interior common areas of the House. Cigarette butts are not to be thrown on the sidewalks, stairwells, hallways or any area of the House or common areas. All cigarette butts are to be disposed of outside the Premises.
  - Tenants agrees to dispose of trash according to Landlord's instructions, and not store garbage, trash or boxes outside of any room door, or on the exterior of the House, except in designated trash areas. On days other than designated trash pick-up days, garbage must be taken directly to the garbage storage containers. Tenants in violation will be fined per garbage bag, or item.
  - Tenants will not cause any holes, graffiti, or damage to any common areas. Landlord will assess fines to the entire House for any damages.
  - Landlord is responsible for snow removal per the snow regulations put forth by the City of Philadelphia and the snow removal expectations of the Landlord.

Additional Rules and Regulations may be implemented during the course of the Lease. Tenant will be notified in writing of any such additions.

- P. **FURNISHINGS:** Tenants agree that the Premises contains furnishing in good condition, unless Tenants sends notice to Landlord to the contrary, within five (5) days of the first to occur of the commencement of this Lease or Tenant's occupancy of the Premises. If Tenants sends such notice, Tenants shall specify which Furnishings are missing or not in good condition. Tenants further agree that when Tenants vacate the Premises, all of the Furnishings will remain in the Premises and be in the same condition as when Tenants first occupied the Premises, except for reasonable wear and tear.
- Q. **LEAD BASED PAINT:** EVERY LESEE OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED
- R. **PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING.** LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIOR PROBLEMS AND

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IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE LESSOR OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE LESEE THE PRESENCE OR ABSENCE OF ANY LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS.

The paragraph above means within ten (10) days from the final signing of this lease, the Tenants can pay for a complete lead inspection and risk assessment of the rental property by a certified lead inspector. If the inspector reveals that lead-based paint or lead-based hazards are present in the rental property, the Tenants have:

- Two (2) business days after receiving the report to end this lease;
- Get back all rents and security deposits paid to the Landlord.

If the Tenants do not end this Lease within two (2) days after getting the report, the Tenants give up the right to get an inspection or end this Lease.

S. **MISHAP:** The Tenants shall notify the Landlord at once of any fire or other mishap in the Property. If the Property is destroyed by fire or mishap or damaged to an extent that use of the Property is substantially impaired, the Tenants shall choose either (1) or (2) below:

- (1) Immediately move out and within twenty-four (24) hours, or before the end of the business day, make a reasonable attempt to notify the Landlord that the Lease is ended. Then this Lease shall end as of the date of moving out.
- (2) If the Philadelphia Code allows, the Tenants may continue to occupy part of the property. Landlord will reduce the rent by the percentage of the property that is unusable, until repaired.
- (3) If the Philadelphia Code does not allow the Tenants to continue to occupy the property, this Lease will end immediately. The Tenants must move out within twenty-four (24) hours or before the end of the next business day.
- (4) If the Lease is ended, as a result of fire or other mishap, the Landlord shall return all prepaid rent not used as of the day of the fire or mishap.
- (5) If the Fire or other mishap is caused by any act of neglect by the Tenants or persons who are on the property with the permission of the Tenants, Tenants shall pay for all repairs and all other damages.

T. **SALE OF THE PROPERTY:** If the Landlord transfers the Property, upon completion of the sale, Seller shall give written notice to the Tenant specifying

- The name of the new Landlord;
- Address of new Landlord and/or Agent, if any;
- Telephone number of new Landlord and/or Agent;
- Where rent is payable;
- That the Landlord has transferred the pro-rated amount of pre-paid rent and the security deposit to the new Landlord. If such information is not available, the Landlord shall send a check made out to each Tenant and the new Landlord, and send the check to the Tenants.

The Landlord and Landlord's representatives are not responsible under this Lease after the property is sold and notice is given to the Tenants, including all liability to return the pre-paid rent.

If the Landlord transfers the Property, Landlord shall require that the buyer or new Landlord agree in writing to assume all the obligations of the Landlord under this Lease.

U. **MAINTENANCE:** The Tenants agree to promptly notify the Landlord of conditions that need repair.

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- V. **ACCESS TO THE PROPERTY:** The Tenants agree that Tenants, and all other persons on the Property with Tenants' permission shall allow the Landlord to authorize prospective tenants to inspect the property at reasonable times during any period after notice that the Lease has ended given by either Landlord or Tenants as permitted under this Lease.

Landlord shall have access to all areas at all times.

- W. **INSURANCE PREMIUMS:** The Tenants agree to do nothing to cause a cancellation or an increase in the cost of the Landlord's fire or liability insurance. If the Tenant causes an increase in insurance premiums on the Property, Tenants agree to pay as "additional rent" such increase. Non-payment of additional rent gives Landlord the same rights against the Tenants as if Tenants failed to pay the Rent.

- X. **INABILITY TO OCCUPY:** If the Landlord is unable to give the Tenants actual possession of the Property at the move-in date, for any reason not caused by Tenants, the Tenants shall have the choice of:

1. Ending this Lease and recovering rent and/or any other consideration already paid, or;
2. Delaying the Lease up to thirty (30) days until the Landlord is able to give possession;
3. In this situation, if the Tenants decide to delay the Lease, the Tenants shall not pay rent until the Landlord can give actual possession to the Tenants. The Tenants will not receive any damage from the Landlord.

- Y. **SIGNS:** The Tenants agrees that Tenants, and all persons on the Property with the Tenants' permission shall permit Landlord at any time or times to erect and maintain on or near the property "Sale", "Rent" or "Information" signs that inform the public that the Property is available and direct the public to the owner or agent.

- Z. **PARTIES:** Tenants agrees that the property is for the sole purpose of room and board and should not be used as grounds to conduct parties. Landlord will consider parties to consist of 10 guests or more. Any kegs found on the premises will result in immediate fines.

- AA. **SMOKING:** In an effort to look out for the welfare of all or our tenants and their guests, all of our properties are **SMOKE FREE!** There is to be absolutely NO SMOKING INSIDE ANY BEDROOMS, BATHROOMS OR COMMON AREAS INCLUDING THE BASEMENT! All smoking must be done outdoors. Violators will be fined.

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**FEES AND CHARGES**

1.	Late Rental Payment	Ten Percent (10%)
2.	Lock Change Fee	\$250.00
3.	Key Replacement	\$35.00
4.	Trash Removal	\$25.00/item
5.	Returned Check Fee	\$50.00
6.	Sublease	\$150.00
7.	Smoking fine	\$25 per incident
8.	Lock out during business hours	\$25.00
9.	Lock out during non-business hours	\$35.00
10.	Maintenance Charge	\$45.00 per hour
11.	Cleaning Charge (move out)	Market rate
12.	Garbage Disposal Maintenance	\$20.00
13.	Carpet Cleaning	\$125.00
14.	Missing items	Market rate
15.	Removed Smoke Detectors	
	1st Offense	\$25 per student
	2 <sup>nd</sup> Offense	\$100 per student
16.	Kegs found on Premises	
	1st Offense	\$25 per student
	2 <sup>nd</sup> Offense	\$100 per student
17.	Pet on Premises	\$100 per student
18.	Parties on Premises	
	1 <sup>st</sup> Offense	Warning
	2 <sup>nd</sup> Offense	\$100.00
	3 <sup>rd</sup> Offense	\$250.00
	4 <sup>th</sup> Offense	Eviction

**18. LANDLORD'S RIGHTS**

**PARKING:** The Landlord has the right to tow away any parked trucks, vans, house trailers, boats, campers, boat trailers, motor homes or illegally parked, abandoned, or unregistered cars at the owner's expense.

**DAMAGE:** If the Tenants, Tenants' guest or occupant does any damage to any part of the House, the Tenant must pay to the Landlord as additional rent, the cost of repairs or replacements. Damages to common area hallways and stairwells will be assessed to all Tenants of the House.

**ACCESS TO HOUSE:** The Tenants agree to permit Landlord and anyone allowed by Landlord to have free access to the property for the following:

- In case of emergency;
- The purpose of enforcing the terms of this Lease;
- Making repairs and alterations;
- Examination of property by prospective purchasers\*
- After the Tenants or the Landlord has given notice to end lease, the Landlord may show property to future tenants at reasonable times with prior notice.\*

The Landlord will first notify the Tenants\*.

**19. LANDLORD'S REMEDIES:**

If:

- The Tenants do not pay rent;
- The Tenants, Tenants' employees, agents, invitees or guests violate any provision of this Lease or any rule or regulation herein imposed;
- Moves before the end of the Lease without permission of the Landlord.

Then:

- The whole balance of the rent due to the end of the Lease is immediately owed by Tenants;
- The Landlord may start a court action to evict the Tenants; and
- The Landlord may exercise any other rights it may have under the law.

**20. WHAT TENANTS OWE IF LEASE IS VIOLATED:**

If this Lease is violated by the Tenants, the Tenants will owe:

- All rent and additional charges permitted by this Lease;
- All legal fees, court costs, collection agency fees, sheriff's or constable's fees, moving and storage costs and other expenses of the Landlord in evicting the Tenants and collecting the money the Tenants owe;
- The cost of repairing or replacing any damage to the House and property for which the Tenants are responsible; and



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- Such other damages including, but not limited to: (1) costs incurred in recovering possession of the Premises; (2) costs incurred in re-letting the Premises (such as rental commissions, administrative expenses and a proportionate share of advertising expenses); (3) utility costs for the Premises for which the Tenant, pursuant to the Lease, is responsible while same remains vacant, and costs incurred in redecorating the Premises; and (4) Tenants' proportionate share of advertising expenses computed by dividing Landlord's total advertising expenses for the House in which the Premises are located, for the shorter of the period of time in which the Premises remain vacant or the Lease term expires, by the number of vacant units in the House during the same period of time.
21. **IF THE TENANT PAYS RENT OR OTHER CHARGES LATE:** If Tenants do not pay rent or other charges when due two (2) times within a twelve (12) month period, Landlord shall have the right to end this Lease Agreement.
22. **STORAGE SPACE:** If the Landlord provides a storage space for the Tenants, it is understood that the Landlord is not responsible for any damage to any of the Tenants' property and the Tenants must give up the storage space at the end of the Lease.
23. **TRUTHFUL APPLICATION:** If the Landlord finds out that the Application for Rental was not completed truthfully, the Landlord may end this Lease Agreement immediately and start court action to evict the Tenants.
24. **ADDITIONAL RENT:** In addition to the Rental Payment, Tenants shall pay, as additional rent, the following:
- Any and all sums which become due because the Tenants failed to comply with the conditions of this Lease;
  - Any and all damages, costs and expenses, including collection, legal and court costs, which the Landlord may have to spend due to Tenant's failure to comply with the obligations of this Lease;
  - Any and all damages to the Premises caused by the act or neglect of the Tenants and/or the Tenants' guests;
  - Any late charges;
  - If Tenants violate this Lease Agreement and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at the highest rate allowed by law, on the amount due Landlord, from the date the Landlord mails its written list of damages to Tenants; and
  - Any other charges covered by this Lease.
25. **PLACE OF PAYMENT:** The Tenants pay all rent at the Management office located at **1341 N. Delaware Avenue, Suite 208, Philadelphia, PA 19125** or at such other place as the Landlord may from time to time specify in writing.
26. **APPLICATION OF PAYMENTS:** All payments received are applied to the oldest balances of Tenants' account in the following order: first to late charges; then legal fees and court costs; then other additional rent; last to rent.
27. **POSSESSION:** The Landlord has not guaranteed a specific delivery date for the Premises. The Landlord will try to make the property available to Tenants on the commencement of this Lease. If there is a delay, no rent is due until the property is available to Tenants. Tenants may end this Lease by written notice to Landlord by certified mail, return receipt requested, if delay is more than ten (10) days after the commencement date. Tenants agree not to hold Landlord responsible for any inconvenience, loss or damage if there is a delay in making the property available.
28. **BAD CHECKS:** If the Tenants gives the Landlord a check that is not honored by the bank (bounces), the Tenants must immediately make good the bounced check and pay to the Landlord \$50.00 for the expenses connected with the bad check in addition to the late fee(s) if applicable. The Tenants have breached the Lease by making any payment to the Landlord by a personal check which is not honored by the bank. The Landlord may thereafter require any future rental payments to be made by certified check or money order.

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29. **LEGAL AND COURT COSTS:** If the Tenants do not pay or follow the conditions of the Lease Agreement and because of it the Landlord hires an Attorney, the Tenants are responsible for any and all Attorney's Fees and Court Costs.
30. **INSURANCE:** During the term of this Lease, and any extension thereof, Tenants should, at Tenants' sole cost and expense, purchase renter's insurance coverage providing for personal liability (bodily injury and property damage) coverage with a limit not less than \$500,000.00 on each occurrence and \$5,000.00 in medical payments coverage; against loss or damage resulting from broad form named perils on a replacement cost basis. The Tenants shall provide insurance coverage on Tenants' contents and personal property in and about the leased Premises as well as comprehensive liability insurance to protect the Tenant against claims of Tenant's guest. Landlord is not responsible for any damage to Tenants' personal property. If any insurance coverage maintained by Landlord applies to any loss or damage covered by Tenants' insurance, any eligible proceeds paid by Landlord's insurer will be considered excess coverage. Additionally, Tenant's insurance must be fully used before any claim can be made against Landlord or Landlord's insurance coverage.

Tenants waive any right to be repaid for any payments made by Tenants or Tenants' insurance company for injury, loss or damage to personal property or persons.

Additionally, Landlord is not responsible for any injury, property damage or loss sustained by Tenants or Tenants' guests. Tenants agree to release Landlord from responsibility for any damage, loss or injury caused by a Tenants or person occupying the property. Tenants agree that this release includes losses or damages which result from any of Tenant's acts or failures to act. All claims against Landlord for any damage, loss or injury are expressly waived by Tenants. Furthermore, Tenants are limited to Landlord's interest in the building for payment of any judgment entered against Landlord.

31. **PERSONAL PROPERTY:** Any personal property left in the Leased Unit after Tenants have vacated or been evicted is considered abandoned. Landlord may dispose of Tenants' personal property as Landlord sees fit, without notice. Tenants will be responsible for Landlord's cost of disposing of Tenants' property.
32. **FEDERAL CRIME INSURANCE:** Notice is given to the Tenants that a program for the purchase of crime insurance by the Tenants has been established by the US Government under the Federal Crime Insurance Act. The Tenants may obtain information about this insurance from any insurance agent, or may obtain further information by writing to: Federal Insurance Administration, US Department of Housing and Urban Development, 451 Seventh Street, S.W., Washington, DC 20410.
33. **SUBORDINATION:** This Lease and Tenants' rights under this Lease are subordinate to any and all existing and future loans, financing, or leases on the building or land. If there is a foreclosure sale of the property the new owner or mortgagee may end this Lease.
34. **WAIVER OF JURY TRIAL:** Both Landlord and Tenants waive their rights to a jury trial for any claim or matter concerning this Lease or the Leased Unit.
35. **LANDLORD IS NOT RESPONSIBLE TO TENANTS AND/OR TENANTS' GUESTS**

The Landlord is in no way responsible to the Tenants and/or the Tenants' guests for any inconvenience, loss or damage to any property of any person caused by:

- The carelessness or neglect of the Tenants or the Tenants' guests;
- Necessary repairs to the property;
- Fire or casualty; and
- Interruption of any utility service.

36. **LANDLORD IS NOT RESPONSIBLE AFTER SALE:** Upon the sale of the property by the Landlord, the new owner shall have the right to end this Lease upon thirty (30) days notice to Tenants. If the new owner does not end this Lease, then the new owner shall take over the responsibility of the former Landlord. The former Landlord shall no longer be responsible to Tenants after the sale of the property.

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37. **IF THE PROPERTY IS TAKEN OVER BY THE CITY, STATE OR GOVERNMENT:** If any part of the property is taken over for public use, this Lease shall end on the date Title to the property is transferred to a City, State or Government Agency. Notice would be given to the tenants prior to this occurring.
38. **DEATH DURING LEASE:** If the Tenants should die during the term of this Lease, the following rights and rules shall apply:
- If the Tenant is more than one person, the surviving person or persons becomes the Tenant and is responsible for the Lease.
  - The Tenant's Heirs are responsible for all conditions of the Lease.
39. **DAMAGE TO PREMISES:** In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Tenant, Tenants' employees, agents, invitees or guests), the Landlord will repair the damage. The rent will be suspended only for such time as the Premises, in the sole discretion of Landlord, shall remain untenable. If the Premises are so damaged that the Landlord decides that it is not advisable to repair the Premises with the Tenants occupying it, this Lease shall terminate and the Tenants shall only be liable for rent to the date of the damage.

40. **WAIVER OF NOTICE**

If the Landlord desires to start a Court action to recover possession for non-payment of rent or for any other reason, the Tenants specifically waive any notice including ten (10) or thirty (30) days notice period contained in Section 501 of the Landlord and Tenant Act of 1951, as amended, 68 P.S. 250.501, or any other notice period established by law. THEREFORE, THE LANDLORD MAY FILE THIS SUIT AGAINST THE TENANT WITHOUT NOTICE IF THE TENANT BREACHES THIS LEASE AGREEMENT, AND TENANT AGREES THAT NO NOTICE IS REQUIRED.

41. **MUST GIVE NOTICE IN WRITING**

The Landlord is allowed to give required Notices to the Tenants by leaving the Notice upon the Leased Property or by Regular United States Mail. The Tenants MUST PUT IN WRITING all required Notices to the Landlord and MUST SEND BY CERTIFIED MAIL.

42. **NO WAIVER OF LANDLORD'S RIGHTS**

If the Landlord does not exercise any rights provided by law or this Lease agreement, the Landlord does not waive its right to do so at a later date. The acceptance by Landlord of past due rent does not waive Landlord's right to enforce the terms of this Lease Agreement. Landlord shall not be liable or responsible to Tenants for the violation of any covenant, rule or regulation in any other Lease by any other Tenant.

**BY SIGNING THIS LEASE BELOW, WE AGREE THAT WE HAVE READ AND UNDERSTAND ALL THE TERMS AND CONDITIONS.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

***ALL MAZE GROUP PROPERTIES ARE SMOKE FREE! THANK YOU FOR NOT SMOKING!***

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Landlord or Landlord's Agent

\_\_\_\_\_  
Date