

LEASE AGREEMENT

This is a legally binding document. READ IT CAREFULLY.

The parties to this agreement are Crimson Hawk Rentals, hereinafter called Landlord and the persons below signed, hereinafter called student(s)

IT IS UNDERSTOOD AND AGREED THAT THE PAYMENTS OF ALL STUDENTS SHALL BE JOINT AND SEVERAL OBLIGATION of the students; their guarantors, heirs, distributives, executors, administrators, legal representatives, successors, and assigns. **Jointly and severally** means Landlord, or Landlord’s lawful agent, may elect to sue any one student individually, and/or all student and guarantors together for any breach of the terms and conditions of this lease agreement. If a student/guarantor fails to pay his or her portion of the rent or any other charges, the other students/guarantors can be held responsible to the total amount due.

LEASE INFORMATION FOR: [Property Address], Indiana, PA 15701, hereinafter called premises.

LANDLORD: Crimson Hawk Rentals

ADDRESS: 934 Oakland Ave.  
Indiana, PA 15701

PHONE: (724) 465-9040 office

FAX: (724) 465-6032

E-MAIL: [staff@CrimsonHawkRentals.com](mailto:staff@CrimsonHawkRentals.com)

STUDENT(S):

[Student First Name, Student Last Name]

LEASE AGREEMENT DATE: [Date Lease is Signed]

- 1) LEASE TERM – The term of this agreement will be for the academic year (2 semester) beginning on **Wednesday-Friday 10:00am-3:00pm** before the IUP classes start in **August [year]** and ending in **May [year]** at noon on *Sunday after IUP commencement*.
  - a) Please arrive at the office during this time period, located at 934 Oakland Ave.
  - b) Landlord will be available to check students in, only during the above times.
  - c) Landlord is NOT available **Saturday or Sunday** to check students in.
- 2) RENT - The rental fee for this agreement will be \$\_\_\_\_\_ Total per semester. This amount is divided per student as follows:
  - a) \$\_\_\_\_\_ per student, per semester, based on \_\_\_\_\_ students
  - b) Rent is payable according to the payment option selected by each student on the Rent Schedule Appendix.

NOTE: Make checks payable to “Crimson Hawk Rentals” / Mail check or Money orders to P.O. Box 986, Indiana, PA 15701. Deliver payment to office located at 934 Oakland Ave, Indiana, PA 15701. All on-line payments will be charged the 3.5% processing fee.

NOTE: The per semester rent due from each student is based on the total amount of rent divided by the number of students living in the premises. So if one student backs out of the lease, the total amount of the rent stays the same and is divided between the remaining students, causing the per student amount per semester to go up.

- i. Understand that if rent is not paid by due dates, then late fees will be applied.
  - ii. NO Keys will be given to the students unless ALL rent has been paid in full as selected on the Rent Schedule Appendix.
- a) Security Deposit: \$300.00 per student, plus \$50.00 mattress cover charge totaling \$350.00 due at lease signing.
- i. Security Deposit will roll over minus any damages that occur to the property during the current lease term, if student(s) is returning for another lease term.
  - ii. All student(s) must pay security deposits at time of signing the lease. No exceptions. Unless the security deposit is rolling over from the previous lease minus any damages to premises during previous lease term.
  - iii. The security deposit may not be applied as rent or against any other amount due from the student(s) to the landlord.
  - iv. In the event damages occur during the lease term, the deposit will be billed at the time of the damage, cleaning, or cost imposed per rule.
  - v. If the amount of the deposit held by the landlord at any time falls below \$150.00 the student will be billed to bring the balance back up to \$300.00. Failure to do so is cause for termination of this lease.
  - vi. The landlord shall have the right to deduct from the security deposit any amount due and owing to the landlord, including but not limited to any costs to professionally clean the apartment or carpets.
  - vii. The landlord shall not be responsible for returning any portion of the security deposit to the student(s) unless the student(s) provides to the landlord in writing at the termination of the lease, the student(s) forwarding address in writing as well as returning keys on dresser in student(s) room.
  - viii. The landlord shall forward to the student(s) the security deposit, less any deductions within thirty (30) days following the termination of the lease, given that the student(s) provided a forwarding address when moving out of the premises.
- b) Late Charge: A late charge of \$50.00 shall be charged if rent is not paid by due dates, per the rent schedule. Late charges of \$50.00 will be applied to the student rent the day after the first payment is due and then increments will occur for each thirty (30) day time period beginning the day of due date number one (1). If rent is not paid, landlord will proceed with legal action.
- c) Mattress Protection Policy – In order to protect the mattresses provided. It is required that all mattresses be covered by approved mattress encasements that are moisture and bedbug-proof. The cover shall be provided at student cost, shall be the property of the student, and can be taken along with the student at the end of the lease.
- i. All students are required to provide \$50.00 fee at lease signing that will be used by the landlord to cover the cost of purchasing the approved mattress cover as well as the cost of administration services, no exceptions.
- d) Bad Check(s): student agrees to pay, as additional rent, a fee of **thirty-five dollars (\$35.00) for any check that is not honored by the bank for any reason.**
- i. Landlord reserves the right to require future rent payments in the form of credit card, money order or cash.

- e) **Late-charge(s), interest charge(s), bad check charge(s) and all other charge(s), fee(s) and/or fine(s) imposed under this Lease shall be due immediately upon submission of itemization of such charges. Failure to pay within 10 days shall be considered a breach of this lease agreement.**
  - f) Occupancy: No student shall have the right to occupy the premises until all rents and security deposits have been paid and Parent/Guardian Guarantee forms returned, in accordance with this lease agreement.
    - i. No keys shall be given to any student before all rents and security deposits from all students have been paid and all parent guarantee forms have been returned.
    - ii. Student(s) will have access to the premises during breaks during the semester. The landlord will enter the premises to ensure no lights are on, windows open, etc.
  - g) Failure to Move In to Premises: if a student fails to move in or vacates the premises and the opening is not filled, paid rent will not be refunded, unpaid rent is still the responsibility of the students on the lease.
    - i. It is the responsibility of the student(s) on the lease to fill the opening. The landlord will not be responsible for filling the opening.
    - ii. If rent had not been paid by the student(s) who failed to move in and the rent cannot be collected by the landlord after a reasonable effort for collection, the remaining students must make up the difference in rent.
    - iii. **Change in University Enrollment Status has no bearing on this lease.** This lease is a legally binding document. It is understood and agreed that the payments of all students shall be joint and several obligation of the students; their guarantors, heirs, distributees, executors, administrators, legal representatives, successors and assigns.
- 3) **REPLACING & SUBLETTING**: Replacing a student, subletting, or assignment is allowed only with landlord consent. When departing or remaining students find a replacement student acceptable to landlord before moving in and landlord expressly consents to the replacement, subletting, or assignment, then:
- a) A \$200.00 SUBLETTING FEE APPLIES FOR ANY REASON REQUIRING REPLACING OR SUBLETTING.
  - b) A reasonable fee will be due if re-keying is requested or required
  - c) The remaining students will remain liable for all Lease Contract obligations for the rest of the original Lease contract term.
  - d) The security deposit will be refunded less the subletting fee only after all the replacement students' paperwork and deposits have been turned in.
    - i. In the event the semester has already started and occupancy has been given, the security deposit less the subletting fee will be returned at the end of the school year.
    - ii. **It is the sole responsibility of the departing student and/or remaining student(s) to find a replacement student. The \$200.00 fee is paid by the departing student to cover administrative costs. Landlord has no responsibility to find a replacement. If no replacement is found the departing student and/or remaining students are still liable for the total amount of the rent.**
- 4) **RENT DISCOUNT OPTION** – if student(s) renew this lease by executing it for the following academic year (2 semester) beginning on *Wednesday* before the IUP classes start in **August [year]** and ending on the *Friday following* IUP commencement in **May [year]** the total rent will be locked in at the current amount.
- a) This offer is only good until **September 1<sup>st</sup>** for the student(s) that is on this lease, at a first come first serve basis.

- i. This offer is good after September 1<sup>st</sup> only if no lease has been signed by other student(s).
  - b) After September 1<sup>st</sup> the landlord will begin showing the premises to possible tenants.
- 5) PARENT/GUARDIAN GUARANTEES – Parent(s)/Guardian(s) of each student signing this lease are required to sign a Guarantee form: Student(s) will have ten (10) days to return the Guarantee form along with the parent/guardian copy of driver's license.
- 6) LIABILITY – The student agrees that the landlord shall not be liable for any property damage or personal injury occurring in the premises or elsewhere on the landlord's property unless the damage or injury results solely from the gross negligence of the landlord.
- 7) CRIMINAL ACTIVITY – Any criminal activity committed by a student or by any member of the student's household or any guest or other person under that student's control or is a danger to the premises in any related criminal activity on or near the premises by the student or any member of the student's household or any guest or other person in the student's control shall be grounds for immediate termination of the lease.
  - A) DRUG RELATED (SELLING/USING/DISTRIBUTION/ ETC.) ACTIVITY IS GROUNDS FOR IMMEDIATE TERMINATION OF THE LEASE.
    - i. A single violation of any of the provisions in this lease shall be deemed a serious violation and a material and irreparable non-compliance.
    - ii. **It is understood that a single violation shall be good cause for immediate termination of the lease.**
- 8) ANIMALS: No animals (including, but limited to, mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the premises. If student or any guest or occupant violates animal restrictions (with or without student's knowledge), student will be subject to charges, damages, evictions, and other remedies provided in the lease contract. If an animal has been in the leased premises at any time during student's term of occupancy landlord will charge student for defleaing, deodorizing and shampooing. Landlord may remove an unauthorized animal without prior notice given. Landlord may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, landlord will not be liable for loss, harm, sickness or death of the animal. Landlord will return animal to student upon request if it has not already been turned over to a humane society or local authority. Student must pay for the animal's reasonable care or kenneling charges.
  - a) **A daily fine of \$400.00 will be assessed for each day (or portion of day) the animal is at the property.**
- 9) USE OF PREMISES – Student will use the premises only for residential purposes and agree to abide by all laws and ordinances of the Borough of Indiana, the State Police of Pennsylvania, and the Codes of Conduct of IUP University.
  - a) **Only the student who signed this lease are permitted to live on the premises.** If additional student moves onto the premises, additional rent will be due. This can also be a violation of the zoning ordinance for the premise and good cause for immediate termination of the lease.
  - b) Do Not give key(s) and/or Fob(s) to guests to use. Student is liable for the replacement fee.
  - c) Student are prohibited from having "OPEN HOUSE PARTIES". OPEN HOUSE PARTIES are defined by PA Law and IUP University policy, Crimson Hawk Rentals only follows the law. Violation of PA Law and IUP University policy regarding drugs or alcoholic beverages is cause to cancel lease with no refund.
    - i. **Kegs of alcohol on the premises will result in immediate cause to terminate the lease.**
    - ii. At no time will the student or others congregate in area not designed as living space.
- 10) CONDITION OF THE PREMISES – Student is expected to leave the apartment in the same condition of cleanliness and repair as when accepted. Any costs incurred by the landlord to return the apartment to this condition after the student vacate will be charged to the student.

- a) Student understands that cleaning of the property between lease terms will not be conducted by landlord, if the student decides to re-sign a lease.
    - i. Student is permitted to contact a cleaning company of their own choice to clean the apartment between leases.
    - ii. Landlord is not responsible for any damages that may occur during cleaning process, and it is suggested that the student be present.
  - b) Student understands that landlord will make no additions, or changes to the property except for repairs and maintenance as deemed necessary by landlord to maintain or improve premises.
  - c) The only things the student may take from the premises while vacating are personal furniture and anything the student installed, which can be removed without damaging the property.
  - d) **Damage to the Premises by Student or their guests** – Any activity committed by a student or by any member of the student’s household or any guest or other person under that student’s control or is a danger to the premises in any related activity on or near the premises by the student or any member of the student’s household or any guest or other person in the student’s control that results in damage to the premises, will be the responsibility of the student(s) signing the lease.
    - i. Invoices issued to student for repair of damages, shall be due as additional fee(s) within ten (10) days of receipt of invoice. Invoices not paid within ten (10) days, will be subject to late fees as outlined.
    - ii. **Additionally, if cost of repairs are not paid in full within ten (10) days and depending on the level of damage, student may face eviction proceedings for destruction of property.**
    - iii. **Damage to the Premises by Fire or Other Causes** - If, without the student fault or guest’s fault, the premises is damaged by fire or other cause so badly that the student cannot live there, then this lease shall end. If the student can live there, then landlord will repair the property as quickly as possible. As long as the student can live there, they must pay full rent. It is up to the authorities to decide if the student can live on the property.
- 11) CARE OF LEASED PREMISES – The lease premises and other areas reserved for students private use must be kept clean at all times. If during an inspection, landlord or landlord agent are not satisfied with cleanliness of premises, student will be required to clean premise to avoid landlord from removing items and student will pay removal fee.
- a) Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances.
  - b) Landlord may exclude from the premises guests or others who, in landlord’s judgment, have been violating the law, violating this lease contract or any rules, or disturbing other residents, neighbors, visitors, or landlord’s representatives.
- 12) MOLD PREVENTION RESPONSIBILITIES – The presence of Mold can create health ailments and/or hazards for the student or guests visiting the leased premise. Student have responsibilities for preventing mold growth in the property, and cannot create or ignore conditions that can lead to mold growth. The landlord is responsible for mold growth due to structural damage, examples such as roof and/or foundation, etc. Student agree to the following terms:
- a) Student is responsible for the removal of mold growth on surfaces on the interior of the premises. The landlord reserves the right and the option to hire contractors to remove such mold growth and the student will be billed for the expense.
  - b) Students shall be responsible for the prevention of growth and accumulation of mold within the premises. Student is advised to keep the premises clean and free of visible moisture and/or mold on any surface within the premises.
  - c) Should a water leak or any other water damage occur within the property, the student is required to notify the landlord immediately so that repair can be made to avoid any farther damage which could

result in mold accumulation. Student will be held responsible for any physical or monetary damages that develop in the property as a result. Landlord is not liable for any injuries (physical or otherwise) sustained by the student, their family or guests; which result from water damage or mold accumulation for which the student is responsible.

- 13) STUDENT RESPONSIBILLITY – All features of the premises is the responsibility of the student.
- a) Furniture: One (1) bed per student, One (1) Chest per student, One (1) Desk per student and One (1) Desk Chair per student, couch and/or loveseat and/or chair, coffee table and/or end tables, TV stand, kitchen table with chairs.
    - i. **All furniture is not guaranteed**
    - ii. Landlord does not guarantee the condition of any furniture that is provided, as it is typically provided used.
    - iii. Furnishings in good condition. Student accept the furniture AS IS.
    - iv. Student can provide their own furniture.
  - b) Appliances: Provide a refrigerator, stove (gas or electric), and/or Microwave of landlord's choice. **All appliances are not guaranteed**
  - c) Public/Common Area: Students of a unit will be jointly responsible for all common areas. Students in multi-unit building will be jointly responsible for any common/public areas of the building.
    - i. Students are responsible for cleaning all personal items in commons areas.
  - d) Blinds, Drapery & Screens: Some windows may have blinds and/or screens.
    - i. Student are responsible for cost of replacement of screens and blinds that were present at move-in.
    - ii. Adjustable screens may be used if there are no screens. **All screens are not guaranteed.**
    - iii. No screens may be nailed or screwed to the window or window frame.
  - e) Plumbing: Landlord will maintain plumbing and drains. Within two (2) days after moving in student must notify landlord of any slow drains or plumbing problems. In the event that a drain or commode is later found to be clogging by inappropriate objects, student will be responsible for the cost of opening the drain or sewer line, and repairing any damage done by overflowing.
    - i. DO NOT flush feminine products down toilets. Example: Tampons, Pads, wrappers etc.
    - ii. It is the student responsibility to contact the landlord within two (2) days if any plumbing problems occur during the time period of this lease.
    - iii. If plumbing problems are not addressed in a timely manner additional fee(s) can be applied.
    - iv. Student is responsible to provide personal plunger. Landlord is not responsible to provide one for the student.
  - f) Cable/Internet or Satellite: If cable/internet or satellite is provided it is the responsibility of the student to keep all/any satellite boxes, lines, hook-ups, or jacks from damage, destruction or harm.
    - i. Additional fee(s) can be applied if any/all satellite boxes, lines, hook-ups, or jacks are damaged, destroyed or harmed.
  - g) Dumpsters: A dumpster is provided for the use by premises, student are responsible to place garbage inside the dumpster. Use by non-student is prohibited, and subject to citation and/or legal prosecution.
    - i. Should the garbage not be picked up in a timely manner, the landlord can remove garbage at a rate of \$25.00 per bag. Any charges will be paid by student from student security deposit.
- 14) MAINTENCE REQUEST - Maintenance Request Forms for ALL NON-EMERGENCY issues can be found on the website [www.CrimsonHawkRentals.com](http://www.CrimsonHawkRentals.com) under the Maintenance Request Form section.
- a) Complete the form and submit.
  - b) The maintenance team will be around to make repairs at their earliest convenience.
  - c) DO NOT send text message/phone calls/emails to management for any maintenance issues.

- a. If you do this, your issue will **NOT** be submitted for repair.
- d) If you cannot find the maintenance request form, please see management during office hours.
- e) Examples requiring Maintenance Request Forms: Tripping Breaker/Leaking Faucet or Toilet/Furniture Repair/Roommates Making Noise etc.

15) UTILITIES OPTION #1– The Landlord is responsible for all utilities except cable.

- a) Internet provided by landlord will require Ninja Anti-Virus & Anti-Malware package, payment will be the responsibility of the student. Please see the Anti-Virus & Anti-Malware Payment Schedule.
- b) Internet not provided by landlord, because student opted out of the Anti-Virus & Anti-Malware Payment Schedule.
  - i. Student(s) are responsible to make prior arrangements to have the utility accounts set up and turned on for their move-in date. Student(s) should call at least two (2) weeks in advance to ensure service at move-in.
    - Cable/Internet – Comcast (Only). Student(s) are responsible for the monthly bill.
    - Make sure someone is available during installation time. Landlord is only available to unlock doors until 5:00pm Mon-Fri. Do not schedule installation time later, landlord cannot guarantee to be available.
- c) Landlord is paying the heat.

NOTE: Unit does not have air conditioning.

- i. In the property heat is included and student may not have control of the thermostat. The temperature will be set by the landlord on a date to be determined by the landlord
  - 1. Do not contact landlord to complain about the temperature.
  - 2. Tampering with a locked thermostat cover will cost the student(s) \$100.00 additional fee per occurrence.
- ii. In the property heat is included and student may have control of the thermostat.
  - 1. Student(s) are responsible to conserve usage. Turning the thermostat above 72° or below 68° will cost the student(s) \$100.00 additional fee per occurrence.
- iii. Windows and doors must be kept closed during the heating seasons. Landlord may enter without notice to close doors or windows etc. during heating season, for which student will be charged \$30.00 additional fee.
- d) Landlord is paying the electricity.
  - i. Student is responsible to conserve usage. Do not leave lights, TV, cable box, etc. on while not in use.
  - ii. DO NOT pause games/movies etc. and leave the premises, this will ruin the TV and the student will responsible for replacement, if the TV is provided.
  - iii. Turn off light and fan in bathroom when not in use.
  - iv. NO Air Conditioners units are permitted on the premises. Student is only permitted to have fan(s)
- e) Landlord is paying the water, sewage, garbage.
  - i. Student is responsible to conserve usage.
  - ii. Should the student garbage not be picked up in a timely manner, the landlord can remove garbage at a rate of \$25.00 per bag.
  - iii. Any charge for recycling will be paid by student from student security deposit.
  - iv. Student is required to report leaks/running faucets/toilets as soon as discovered, or are liable for charges for overconsumption to be determined by the landlord.
- f) Dumpsters: A dumpster is provided for the use by student. Student is responsible to place garbage inside the dumpster, not beside. Use by non-student is prohibited, and subject to citation and/or legal prosecution.
  - i. DO NOT place garbage in hallways/porch or anywhere else.

- ii. Should the garbage not be picked up in a timely manner, the landlord can remove garbage at a rate of \$25.00 per bag.
- iii. Any charge for recycling will be paid by student(s) from student(s) security deposit.

16) UTILITIES OPTIONS #2 – The Landlord is responsible for all utilities.

- a) Internet provided by landlord will require Ninja Anti-Virus & Anti-Malware package, payment will be the responsibility of the student. Please see the Anti-Virus & Anti-Malware Payment Schedule.
- b) Landlord is paying the heat.

NOTE: Unit does not have air conditioning.

- i. In the property heat is included and student may not have control of the thermostat. The temperature will be set by the landlord on a date to be determined by the landlord
  - 1. Do not contact landlord to complain about the temperature.
  - 2. Tampering with a locked thermostat cover will cost the student \$100.00 additional fee per occurrence.
  - 3. Each room has a baseboard heating system
    - Do Not block system with bed, furniture, clothing etc.
    - Make sure system is open so that heat will be able to flow throughout the room. Ask landlord to show you how to open the system if you have any questions.
- ii. Windows and doors must be kept closed during the heating seasons. Landlord may enter without notice to close doors or windows etc. during heating season, for which student will be charged \$30.00 additional fee.
- c) Landlord is paying the electricity.
  - i. Student is responsible to conserve usage. Do not leave lights, TV, cable box, etc. on while not in use.
  - ii. DO NOT pause games/movies etc. and leave the premises, this will ruin the TV and the student will be responsible for replacement.
  - iii. Turn off light and fan in bathroom when not in use.
  - iv. NO Air Conditioners units are permitted on the premises. Student is only permitted to have fan(s)
- d) Landlord is paying the water, sewage, garbage.
  - i. Student is responsible to conserve usage.
  - ii. Should the student garbage not be picked up in a timely manner, the landlord can remove garbage at a rate of \$25.00 per bag.
  - iii. Any charge for recycling will be paid by student from student security deposit.
  - iv. Student is required to report leaks/running faucets/toilets as soon as discovered, or are liable for charges for overconsumption to be determined by the landlord.
- e) Dumpsters: A dumpster is provided for the use by student. Student is responsible to place garbage inside the dumpster, not beside. Use by non-student is prohibited, and subject to citation and/or legal prosecution.
  - i. DO NOT place garbage in hallways/porch or anywhere else.
  - ii. Should the garbage not be picked up in a timely manner, the landlord can remove garbage at a rate of \$25.00 per bag.
  - iii. Any charge for recycling will be paid by student from student security deposit.

17) INSPECTIONS & SHOWINGS – landlord reserves the right to enter the premises at any reasonable times to perform periodic inspections to determine if cleaning and/or repairs are needed or to show the apartment to prospective student.

- a) Landlord may enter the premises at any time without advanced notice when there is reasonable cause to believe that an emergency exist, a lease violation is occurring, or to perform routine or emergency maintenance, whether or not requested by the student



- i. For example, if there is a disturbance and the police come to the premises, they can enter without contacting landlord. For another example, if there is a cat on the windowsill, the landlord can enter without notice because having a pet is a lease violation.
  - ii. **However, whenever possible 12 to 24-hour notice will be given prior to landlord or landlord representatives entering the premises.**
    - 1. Landlord can contact student by email.
  - iii. Landlord can perform periodic inspections of the lease property to insure that it is being maintained in a safe and sanitary condition. Student understands that the landlord may photographic or videotape the lease property before move-in, during periodic inspections and following move-out to document unit damage and condition.
- 18) END OF LEASE – Student agrees to move out of the leased property at the end of the lease. Student understands that once the lease has ended, the student cannot remain in the leased property. If the student does not move out at the end of the lease, student will agree to pay \$200.00 per day plus any and all costs that the landlord incurs due to the student failure to move out the property on the agreed upon end date of this lease.
- 19) ABANDONMENT – Any of the student personal property or possessions remaining on the property after the student moves out will be considered to be abandoned property. The landlord will have the right to remove and dispose of any abandoned property in any manner determined by the landlord. Student will pay for the cost of removal and disposal of abandoned property.
- 20) LEAD-BASED PAINT HAZARD –
- The following marked statement applies to the lease premises:
    - Landlord has no knowledge of lead-based paint at the premises.
  - OR-
  - Landlord DOES have knowledge of lead-based paint at the lease premises. Reports and information about lead-based paint are available during regular office hours for the students to read at the office of the landlord.
- a) Landlord is required by Federal Law to disclose to the students information about lead based paint hazards at the lease premise.
  - b) Each student has been notified by the landlord that a copy of the pamphlet entitled PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.
  - c) The information given by the landlord in this paragraph of this lease is certified to be true and correct to the best of the landlord's knowledge and belief.
  - d) If the leased premises were built after 1978 this paragraph does not apply.
- 21) FIRE PROTECTION – local and state fire officials have mandated the following restrictions for your protection:
- a) Do Not tamper with smoke detectors and please report inoperable smoke detectors immediately
    - i. It is the student responsibility to change the batteries in the smoke detectors
  - b) It is the student responsibility to regularly test the smoke detectors
  - c) Do Not discharge the fire extinguisher unless there is emergency.
    - i. If there is an emergency GET OUT OF THE PREMISES and call 911
  - d) If the landlord determines the smoke detectors or fire extinguisher(s) are not in working order due to tampering or neglect an additional fee(s) up to \$100.00 for each occurrence.
- 22) INSURANCE – Student assumes all risk of loss or damage to student's property with the premises which may be cause by structural damage, water leakage, fire, windstorm, explosion, acts of God or other cause or by the act or omission of any other student at the premises, its guests and invitees.

- a) **LANDLORD SUGGESTS THAT STUDENT SECURE RENTER'S INSURANCE TO PROTECT AGAINST ALL THE ABOVE OCCURRENCES BY FILLING OUT THE ATTACHED RENTERS INSURANCE APPLICATION.**
- b) Student shall be responsible for insurance of all student's personal property located or stored upon the premises against the risk of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties.
- c) Student acknowledges that landlord does not have insurance coverage on the personal possessions of the student whether located in the house, apartment or common areas, and that can obtain insurance to cover said personal possessions and personal property located or stored upon the premises.
- d) Regardless of whether student secures such insurance, landlord and its agents shall not be responsible for any damage to, destruction or loss of any of the student personal property located or stored upon the premises regardless of the cause or causes of such damage, destruction or loss and even if such damage, destruction or loss is cause by landlord, it's employees or agents.
- 23) **PARKING** – Spaces will first be available from July 10<sup>th</sup> – July 20<sup>th</sup> & January 2<sup>nd</sup> – 12<sup>th</sup> and will be a first come, first served basis. The parking information will be provided in email form, it is the student responsibility to check email regularly. The landlord is not responsible if the student does not receive the information. After all the spaces have been rented, there will be NO Spaces available. If the dates fall on the weekend and the office is closed, then student may turn in forms during office hours.
- a) Designated parking area(s): **[Parking Lot Assigned to Premises] parking lot, Cost of parking is \$ \_\_\_\_\_ per student/per semester.**
- i. All parking area(s) is off-street parking
  - ii. It is the student's responsibility to read all parking rules and understand equally.
  - iii. Parking Permit Agreement and payment must be completed and received no later than July 20<sup>th</sup>.
- b) Permits will be issued in the order all required information and payment is received by the landlord. If all required information and payment is not complete your application will be denied and the landlord will move on to the next student.
- c) Student will be provided with parking rules in email before parking permits are available for purchase.
- 24) **NOTICE TO QUIT** - When "Notice of Quit" is waived, if student default, landlord has the immediate right to file a complaint in Court seeking an order evicting student from premises. Even though student is waving "Notice to Quit", student will still have an opportunity in Court to contest the validity of the landlord's claim for eviction.

If you default, landlord has the right to seek the following remedies against student in Court:

- A. A judgement for overdue rent, late charges and monetary damages caused by student default.
- B. An Order for Recovery of Possession through eviction action.
- C. A judgement for unpaid rent for the balance of the lease term.

**ACKNOWLEDGEMENT: I, STUDENT, HAVE READ AND UNDERSTAND THE ABOVE DISCLOSURE.**

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**25) INTERNET ACCEPTABLE USE POLICY:**

- In general, acceptable use means respecting the rights of other computer users, the integrity of the physical facilities and all pertinent license and contractual agreements. If an individual is found to be in violation of the Acceptable Use Policy, they will face an escalating scale of consequences.
- This policy applies to all users of computing resources owned or managed by Crimson Hawk Rentals. Crimson Hawk Rentals policies regarding computers, network systems and servers, are in place to

maintain an acceptable level of performance and must assure that frivolous, excessive, or inappropriate use of the resources does not degrade performance of others.

- All users of the university's network and computing resources are expected to respect the privacy and personal rights of others.
- When you use Crimson Hawk Rentals services, and accept any Crimson Hawk Rentals issued computing accounts, you agree to comply with this and all other computing related policies.
- As a member of the Crimson Hawk Rentals community, you are expected to uphold local ordinances and state and federal law. As a user of network resources you must: abide by all federal, state and local laws; abide by all applicable copyright laws and licenses; observe the copyright law as it applies to music, video games, images, text, etc. Do not use, copy or distribute copyright works (including but not limited to Web page graphics, sound files, film clips, trademarks, software and logos) unless you have legal right to use, copy, distribute, or otherwise exploit the copyright work. Doing so may provide the basis for disciplinary action, civil litigation and criminal prosecution.
- When a violation notice is received, the law requires action.

The steps are below:

- a) Notice of Copyright Infringement Received to Crimson Hawk Rentals
- b) Offending used is located
  - i. First Offense – Written Notice of Infringement
  - ii. Second Offense - \$500.00 Fee
  - iii. Third Offense - \$1,000.00 fee, Entire Unit Blocked from Network

ACKNOWLEDGEMENT: I, STUDENT, HAVE READ AND UNDERSTAND THE ABOVE DISCLOSURE.

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

#### 26) ANTI-VIRUS & ANTI-MALWARE

- a) All students that will be opting into using the internet provided by Crimson Hawk Rentals are required to purchase a subscription for Anti-Virus & Anti-Malware for the term of their lease.
- b) This subscription ensures that all devices on the network will have protection that is regularly updated, and that any critical security updates are applied in a timely manner.
- c) The Ninja Anti-Virus & Anti-Malware package provides protection, update monitoring, and remote assistance capabilities in a single package.
- d) The package is \$99 for the school year (August - May). The fee is due according to the payment schedule.

ACKNOWLEDGEMENT: I, STUDENT, HAVE READ AND UNDERSTAND THE ABOVE DISCLOSURE.

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

27) WINTER MAINTENANCE – Snow removal of parking lots and/or sidewalks are at landlord discretion. All porch or steps are the student responsibility for snow removal.

28) ENTIRE AGREEMENT – this lease is the entire agreement between student and landlord. No spoken or written agreements made before are a part of this lease unless they are included in this lease.