

## LEASE AGREEMENT

by and between

EVAN MANAGER INC. 600 Grant St Ste 3075 Pittsburgh Pa 15219, Landlord and

**(TENANTS' NAMES GO HERE)**

hereinafter called Tenant and if the Tenant be more than one person, the provisions hereof shall bind and apply to them jointly and severally.

The above-named party(ies), intending to be legally bound, hereby agree to the Lease terms below, including Section numbers **one through thirty-eight** of this LEASE AGREEMENT.

The Landlord hereby leases to Tenant and the Tenant hereby accepts as Tenant the rental of the following location:

ADDRESS: **(Address Goes Here) PITTSBURGH PA 15213 ("House")**

for the term commencing on the **twentieth day of August, 2014** and shall end at 12:00 Noon on the **tenth day of August, 2015** (unless sooner terminated under the provisions hereof) or renewed or extended as hereinafter provided.

Tenant shall pay to Landlord as Rent for the Leased premises for the primary term hereof the total sum of **Twenty Two Thousand Four Hundred DOLLARS and forty CENTS (\$22,400.40)** payable in advance without prior demand in equal monthly installments of **One thousand eight hundred sixty-six DOLLARS and seventy CENTS(\$1,866.70.)** on the twentieth day of each month during the term hereof. All rent payable hereunder shall be payable at the office of the Landlord as he may designate from time to time by oral or written notice to Tenant. Rent is due each month in the form of all cash or in the form of automatic withdraw from checking. Automatic withdraws returned by the bank in their entirety or in any part for any reason are subject to a return check Fee and disqualify tenant for the Rental Credit below. If an automatic withdraw is returned in any amount for any reason, replacement funds may be required to be paid in cash.

Rental Credit: Tenant if not delinquent in the payment of rent and if not in default of this Lease Agreement shall be entitled to a rental credit of One hundred ten DOLLARS (\$110.00) per month if the said monthly installment is paid on or before the twenty-fifth (25th) day of the month in which the installment is due. This provision, however, shall not otherwise affect the obligation of Tenant to pay rent as due.

KEY DEPOSIT: **25.00 per Key.** If any one key is Lost Tenant is immediately subject to lock change Fees.

UTILITIES PAID BY TENANT: **All**

CONDITION CHECKLIST:

EXCELLENT  
(LIKE NEW)

GOOD  
(USED CLEAN)

FAIR  
(USED NOT CLEAN)

Walls

Floors & Carpet

Ceilings

Stove (# )

Refrigerator (# )

Bathroom Fixtures

Kitchen Fixtures

Window coverings

Repairs Needed:

Smoke Detectors (Tenants must provide batteries.)

ACKNOWLEDGEMENT

On behalf of the Tenant(s), I hereby acknowledge that I have inspected the premises and specify as to the House's condition as indicated on the Condition Checklist.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

1. **LEASE TERM:** Tenant shall pay as additional rent \$50.00 each hour Tenant remains in possession of the House after the end of the lease term specified above on Page One or other sooner date if lease is sooner terminated under the provisions hereof. If House is vacated in less than clean condition, requiring a delay for the new tenant to move in on time, then current Tenant can be charged an additional \$100.00 per day until new tenant is able to move into the House.

2. **SECURITY DEPOSIT:** Tenant shall deposit with Landlord, before moving into the House, the security deposit stated above on Page One as a Security Deposit for the payment of damages to the House or default in rent or other breach of this Lease. Landlord may apply or retain the whole or any part of the Security Deposit to the extent required for damages, rent and/or other charges due, and/or may look to Tenant directly and independent of the Security Deposit for reimbursement of same.

3. **KEY DEPOSIT:** In addition to and separate from the Security Deposit, Tenant shall deposit the Key Deposit sum stated above on Page One as a key deposit for one set of keys which will be refunded upon the return of a full set of keys to Landlord. If any one key is lost, Tenant must immediately pay to Landlord the Lock Change Charge as listed on EvanManager.com plus additional Key Deposit Charges.

4. **CONDITION AND USE:** Tenant shall keep the premises clean, sanitary and in good order, and Tenant agrees to surrender possession in as good condition and repair as when received. Tenant shall not install or use waterbeds, additional locks on doors, or windows, nor install any mechanical devices or built-in furniture on the premises. Landlord is not responsible for repair and maintenance of intercom systems or alarm systems (if any) said systems shall be Tenant's option to service and maintain. Tenant will remove snow and ice as needed from sidewalks and mow any House lawn as regularly as may be needed. Interior of House is to be kept free from nails or tacks or attachments on the walls, ceilings, or doors. Tenant shall not have any beer kegs or illegal drugs in the House at any time. Tenant is responsible for Fees as result of Tenant's failure to comply with provisions of this paragraph. Tenant shall pay carpet cleaning Fees at the end of the Lease.

5. **PEST AND/OR INFESTATION:** Tenant shall take all steps necessary to keep the premises free of pests including but not limited to roaches, ants, mice, bees, hornets, etc. to any extent necessary including the contracting of and paying for professional extermination if it becomes necessary. If Landlord, in his sole discretion, determines that Tenant is not in compliance with this paragraph, Landlord may elect to exterminate the premises

and charge the Tenant the cost of such extermination whether completed by Landlord himself or professional exterminator.

6. **UTILITIES:** Tenant shall pay all utility charges, and will immediately notify each utility company (except water and sewer) to place the account under Tenant's name. Landlord will re-bill Tenant for City water and sewer. Water and sewer charges become due within five (5) days written notice upon Tenant. Tenant must maintain heat and electric which includes paying the invoices and notifying landlord immediately of any system malfunctions. Tenant agrees to keep heat turned on with a minimum setting on all thermostats of sixty-eight degrees during all days when the outside temperature may be below forty degrees, and a minimum thermostat setting of seventy-two degrees on all days where the temperature may be below zero. This provision applies even during periods when tenant is away. **Failure to comply with any of these provisions will result in Tenant being liable for plumbing visits and all damage caused by frozen or burst pipes.** Failure to pay any utility charges will constitute a default under this Lease Agreement.

7. **OCCUPANCY RULES AND REGULATIONS AND SERVICE FEES:** The Occupancy Rules and Regulations posted on the Internet at [EvanManager.com/Rules](http://EvanManager.com/Rules) ("Rules"), and the Rates and Fees for Additional Services posted on the Internet at [EvanManager.com/Fees](http://EvanManager.com/Fees) ("Fees") are incorporated herein as part of this Lease. The Internet location of the Rules and Fees as well as the Rules and Fees themselves may be changed from time to time by the Landlord at his sole discretion as circumstances may require by email notification to Tenant and by Landlord updating the Rules and Fees by posted on the Internet. In the event Tenant becomes subject to Fees, Fees will be due and payable with the next rental installment or fifteen days whichever is earlier. Failure to pay the Fees when due is a default of the Lease.

8. **USE OF PREMISES:** The House shall be used and occupied by the above-named Tenant(s) as a private residential House only and for no other purposes. A guest staying overnight for more than three nights cumulative constitutes residency. Tenant shall not use the House for any disorderly, immoral, illegal or hazardous purposes. Tenant and visitors of Tenant shall comply with all Rules. Failure by Tenant or Tenant's visitors to comply will constitute an act of default under this Lease and may subject tenant to Fees.

9. **ALTERATIONS:** Tenant shall not make any alterations to the House without the prior written consent of Landlord. Any improvements made may become the property of Landlord at Landlord's option, without reimbursement to Tenant.

10. **LANDLORD'S RIGHT OF ENTRY:** Landlord shall have the right to enter the House: A.) at all times which are necessary to make needed repairs, and B.) in case of an emergency, and C.) to inspect the premises whether or not Tenant is on the premises. Landlord may show the premises to prospective tenants or purchasers at reasonable hours upon giving Tenant reasonable oral or written notice.

11. **SUBLETTING:** Tenant shall not sublet or rent the House or any part thereof to any person or party. No assignment or sub-lease of the House shall be binding upon Landlord or release Tenant from the obligations of this Lease.

12. **SUBORDINATION:** This lease shall always be subordinate to any mortgage now or hereafter placed against this property in which the House is located and the Tenant agrees to execute such documents as are necessary to complete such subordination, or in lieu thereof. Tenant appoints Landlord Tenant's agent irrevocable to execute such documents as are necessary to complete such subordination.

13. **INTERRUPTION OF SERVICE:** Interruption or failure of any service maintained in the building in which the House is located, if due to causes beyond Landlord's control, shall not entitle Tenant to any claim against Landlord or to any reduction in rent, and shall not constitute constructive eviction unless Landlord shall fail to take such measures as may be reasonable in the circumstances to restore the service without delay.

14. **DELAY IN TENDERING POSSESSION:** If Landlord is unable to give possession on the commencement date, rent shall abate until possession is given, and Tenant shall pay fractional part from date of possession up to the first day of the next month following date of possession. Tenant waives all damages by reason of Landlord's failure to give possession on the commencement date. Delay in tendering possession shall not extend the termination date of this lease.

15. **LANDLORD'S LIABILITY: NOTICE--LIABILITY FOR ANY INJURY OR DAMAGE: LANDLORD SHALL NOT BE SUBJECT TO LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON OR TO ANY PROPERTY AT ANY TIME ON SAID PREMISES OR BUILDING FROM ANY CAUSE WHATSOEVER THAT MAY AT ANY TIME EXIST FROM THE USE OR CONDITION OF SAID PREMISES OR BUILDING OR FROM ICE THEREON, OR FROM WATER, RAIN OR SNOW WHICH MAY LEAK INTO, ISSUE OR FLOW FROM ANY PART OF SAID BUILDING, OR FROM THE PIPES OR PLUMBING OF THE SAME, OR FROM ANY OTHER PLACE OR FROM ANY OTHER CAUSE, DURING SAID TERM OR ANY RENEWAL THEREOF.**

16. **TENANT'S INSURANCE:** Tenant shall be responsible to provide insurance coverage on Tenant's contents and personal property in and about the House as well as for comprehensive liability insurance to protect

Tenant against claims of Tenant(s) and Tenant's guests and invitees and Tenant shall look to Tenant's insurance as his/her sole remedy and Tenant releases Landlord from any subrogation. Tenant will indemnify and defend Landlord from lawsuits and claims.

17. **FIRE AND CASUALTY:** If the premises are damaged by fire or other casualty, Landlord may cause the damage to be repaired and the rent will be abated for such period of time as premises remain un-tenantable, but if the premises are destroyed or so damaged, that Landlord shall decide that it is inadvisable to repair same, this lease shall cease and terminate, and rental shall be adjusted to the date when such fire or casualty occurred. Tenant agrees to release Landlord from any and all claims for loss, damage or inconvenience arising from such fire or casualty. **FIRE PROTECTION DEVICES:** (A) Tenant is responsible for testing batteries in battery-operated smoke detector devices to ensure that batteries are working properly and for replacing batteries which are not working properly. Tenant should test batteries on a monthly basis. (B) Tenant is responsible for notifying Landlord if fire protection devices (including, but not limited to, pull stations, fire extinguishers, or smoke detectors) are not operating properly for any reason other than a need to replace batteries. (C) It shall be a breach of this lease for Tenant to tamper with, disable, or otherwise alter or destroy any fire protection device (including, but not limited to, pull stations, fire extinguishers, or smoke detectors) or to allow any other person to tamper with, disable or otherwise alter or destroy any fire protection device. Testing and/or replacing batteries as set forth in subparagraph (A) does not constitute improper tampering, disabling or destruction. (D) Tenant shall be responsible for any fines, costs, or legal fees which Landlord incurs as a result of Tenant's failure to comply with Subparagraphs A, B, or C of this provision.

18. **ABANDONMENT:** Abandonment of the House by Tenant shall be presumed where Tenant is not living in the House for 10 days or more unless Tenant gives prior notice to Landlord. Abandonment pursuant to this clause shall itself be considered a default. Landlord may post the property with its intent to retake the premises due to Abandonment. Five days after said posting Landlord may enter the premises without liability, and any property remaining, may be disposed of by Landlord at Tenant's expense. **TENANT DOES HEREBY RELEASE AND DISCHARGE LANDLORD AND ITS MANAGING AGENT, IF ANY, FROM ANY AND ALL LIABILITY AND FROM ALL CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION IN LAW OR EQUITY ARISING OUT OF OR IN ANY MANNER RELATED TO ACTION TAKEN BY LANDLORD PURSUANT TO THIS ABANDONMENT CLAUSE.**

19. **MISREPRESENTATION IN APPLICATION:** Any material misrepresentation in Tenant's application for the House, whether intentional or otherwise, may be treated by Landlord, at its sole option, as an act of default hereunder and all remedies available to Landlord in the event of other defaults shall likewise be available to Landlord in such

case.

20. **GUARANTY OF TENANT'S OBLIGATION:** Landlord may require, as a condition of this Lease, a Guaranty of Tenant's Obligations Agreement.

21. **JOINT AND/OR SEVERAL LIABILITY:** If there is more than one Tenant who is a party to this Lease Agreement, each Tenant shall be jointly and/or severally obligated with every Tenant who is a party to this Lease Agreement for all the obligations under said Lease Agreement, and each Tenant is liable for the full amount of unpaid rent, regardless of the amount of rent which any one Tenant has paid, and for all damage(s), regardless of who caused said damage(s).

22. **DEFAULT:** (a) In the event of any noncompliance by Tenant with the terms and provisions of this Agreement or of said Rules, this Lease Agreement will terminate upon a date set by Landlord, and all rent for the entire unexpired lease term will at once become due and payable. (b) If there is more than one Tenant to the Lease, each Tenant shall be jointly and/or severally obligated with other Tenant(s) to Landlord for all rent due, all damages, and/or all other charges due. (c) Failure by Landlord to exercise any of its respective rights hereunder upon nonperformance or breach by the Tenant of any condition, covenant or provision herein contained shall not be construed as a waiver thereof. (d) The acceptance by Landlord of delinquent rent with knowledge of a breach of any covenant herein shall not in and of itself be deemed a waiver of such breach, and any pending eviction procedures may be further prosecuted without prejudice to Landlord based on this occurrence alone. (e) In the event of the Tenant's default of any of the terms of this Lease which results in ATTORNEY FEES AND COSTS expended by Landlord, Tenant shall pay, in addition to rents due, interest, damages and all other recoverable amounts, an ATTORNEY'S COMMISSION of 15% of the default amount placed for collection due plus costs of suit. (f) TENANT AGREES TO WAIVE CERTAIN LEGAL RIGHTS AS PROVIDED BY PENNSYLVANIA LAW, SPECIFICALLY: (1) NOTICE OF RENT DUE AND DEMAND FOR THE SAME: (2) NINETY (90) DAY NOTICE PRIOR TO TERMINATION WHEN A LEASE OF ONE YEAR OR MORE: AND (3) NOTICE OF TERMINATION SOLELY BY PERSONAL SERVICE OR POSTING, THE TENANT AGREEING TO SERVICE OF SUCH NOTICE BY REGISTERED OR CERTIFIED MAIL.

23. **ENTIRE CONTRACT:** This Lease Agreement and the Rules and Fees constitute the entire contract between the parties hereto and there are no other understandings, promises, representations or warranties, oral or written, relating to the subject matter of this Lease Agreement, which exist or bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns, except as set forth herein. No amendment, change or addition to this Lease Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties, except as set forth, in the Rules.

24. **SEVERABILITY CLAUSE:** If any particular term, covenant or provision of this Lease Agreement shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Lease Agreement which shall nevertheless remain in full force and effect.

25. **BINDING ON PARTIES:** All rights and liabilities herein given to or imposed upon either of the parties hereto, shall extend to their heirs, executors, administrators, successors and assigns of such party.

26. **TRASH REMOVAL:** Tenant shall keep all trash properly bagged, sealed, and in an approved container in an area designated by the Landlord. The City of Pittsburgh establishes the trash removal schedule and it is the responsibility of Tenant to monitor the City's schedule changes with respect to trash removal. On the evening of the day prior to each City of Pittsburgh designated trash removal day, Tenant shall bag and seal all trash and place all trash at the curb designated by the City of Pittsburgh for pickup the following morning. Violation of this paragraph by Tenant constitutes a Default of the Lease whereupon Landlord may elect to remove Tenant's trash and charge the current Fee.

27. **LEAD BASED PAINT:** It shall be the responsibility of Tenant to order at his expense a copy of the Federal Lead Paint Hazard Pamphlet.

28. **LAST MONTH'S RENT:** Tenant shall prepay the last month's rent.

29. **MOVE IN:** Tenant must pay all of the first month's rent before being given any one key and taking possession. If Tenant is given the opportunity to take possession earlier than the commencement of this Lease then Tenant will need to clean the House and the following applies in that circumstance: a) Tenant agrees to clean the House at Tenant's expense and accept the House "as-is" on the date Tenant takes possession. b.) Tenant discharges Landlord from Landlord's responsibility to provide a clean House. c.) Tenant agrees to surrender the House clean and free of trash and the end of the Lease. d.) Landlord and Tenant agree that the terms and conditions in this Lease become immediately binding upon Tenant when Tenant takes possession. e.) No additional rent is due for the days Tenant was allowed to take possession prior to the intended commencement of this Lease.

30. **PARKING:** Any off-street parking spots on the premises are reserved by Landlord and not for Tenant's use.

31. Intentionally Blank.

32. **Moveout and Inspection:** At Tenant's request, Landlord will provide a moveout inspection at a mutually agreeable date and time. If Tenant does not request a moveout inspection or if a time is not mutually agreeable

between the parties, Landlord will conduct an inspection of the premises at the expiration of the Lease ("Inspection.")

The purpose of Tenant requesting an Inspection is to determine the likelihood of any cleaning or damage charges. **Tenant should schedule and be present at an Inspection if concerns exist about the refunding of the security deposit.** At the Inspection, Tenant will be required to turn over possession of the unit and have removed all personal items and trash from the property. Tenant may not store personal items or trash anywhere on the property after Inspection. Any of Tenant's personal property remaining after Inspection will be disposed of at Tenant's expense.

**33. Inspection Cleaning.** The apartment must be perfectly clean and ready for the new tenants prior to Inspection. Tenant must bag all trash and remove it from the property prior to Inspection. No trash may be left curbside after Inspection except in strict accordance with the City of Pittsburgh's regulations for trash pickup. Tenant will be charged labor and materials for every item on the premises that needs any cleaning and all trash that needs removed after Inspection.

**34. Tenant Damage.** Tenant is responsible for repairing any damaged items prior to Inspection. If any items are not repaired by the time of Inspection, Landlord will make the repairs at Tenant's expense. If any items are damaged, Tenant should repair them in advance of Inspection and request that Landlord conduct a separate **damage repair inspection** at least one week prior to the Inspection. The purpose of a damage repair inspection is to make certain Tenant has repaired any damage to the satisfaction of the Landlord. By repairing damages immediately prior to the Inspection, Tenant acknowledges that Landlord may not be able to assess, on-the-spot, the acceptability of Tenant's repair work and Tenant runs the risk of repairs not being satisfactory to Landlord in which case: a.) No Tenant holdover will be permitted for Tenant to make further repairs, and b.) Landlord will make or re-make the repairs to its satisfaction at Tenant's expense.

**35. Carpets.** If stains were introduced to the carpet during tenancy, they are considered damage. In that event, Tenant should hire professionals to remove the stains in

advance of Inspection. If during Inspection Landlord determines that Tenant recently cleaned the carpet(s), Landlord will not be able to provide a fair assessment of the acceptability of Tenant's carpet cleaning work and additional charges may apply. If stains are not removed or if stains re-appear once carpet dries Tenant will be charged for carpet replacement in each affected room. Carpeting is allowed to have normal wear. However, stains, discoloration, and odors are never considered normal wear and are Tenant's responsibility.

**36. NOTICE TO OAKLAND PROPERTIES: Help is limited in August. Labor for cleaning and maintenance work during this last week of tenancy in Oakland is considerably higher than any other time of the year.**

**37. Keys.** All keys which were issued need returned to Landlord on or before Inspection. **If any one key is not returned on or before Inspection, Tenant will be required to pay the expense of a lock change at the rate shown multiplied by the number of locks at the premises.**

**38. Exculpation.** If Landlord shall be an individual, joint venture, tenancy in common, partnership, co-partnership, limited partnership, limited liability company, unincorporated association, or other unincorporated aggregate of individual and/or entities or a corporation, Tenant shall look solely to such Landlord's right, title and interest in the House for the satisfaction of Tenant's remedies for the collection of judgment (or other judicial process) requiring the payment of money by Landlord and no other property or assets of Landlord or any partner, member, manager, shareholder, director or officer thereof, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease, the relationship of Landlord and Tenant or Tenant's use or occupancy of the Premises.

**THE PARTIES BY THEIR SIGNATURES BELOW AND INTENDING TO BE LEGALLY BOUND THEREBY, HEREBY ENTER INTO THIS LEASE AGREEMENT.**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Tenant** (SEAL) \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Tenant** (SEAL) \_\_\_\_\_  
**Date**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant (SEAL) \_\_\_\_\_  
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Tenant (SEAL) \_\_\_\_\_  
Date

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Witness

\_\_\_\_\_  
Tenant (SEAL) \_\_\_\_\_  
Date

**EVAN MANAGER INC., Landlord**

By \_\_\_\_\_  
Date \_\_\_\_\_



