

RESIDENTIAL MONTHLY LEASE AGREEMENT

This Residential Lease Agreement ("Lease") is made and effective this **April 29, 2020** by and between **Hexnova Group LLC** ("Landlord") and **SAMPLE** ("Tenant," whether one or more).

This Lease creates joint and several liability in the case of multiple Tenants.

PREMISES

- Landlord hereby rents to Tenant and Tenant accepts in its present condition the Premises at following address: **120 West Main Street #2, Kutztown PA 19530** (the "Premises").

TERM

- The term of this Lease is **twelve (12) months** and shall start **July 1, 2020 to June 30, 2021**. In the event that Landlord is unable to provide the Premises on the exact start date, then Landlord shall provide the Premises as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the Premises.

RENT

- Rent is due in advance, without demand, before the 1st day of each month.
- The total Rent due each month is: **\$950.00**
- The total amount of Rent due during the Term is: **\$11,400.00**
- If Rent is more than 5 days late, Tenant pays a Late Charge of **\$ 5.00** per day
- All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent. Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent.
- Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Rent due.
- Tenant will pay a fee of **\$35.00** for any payment that is returned by any financial institution for any reason. Any Late Charges will continue to apply until a valid payment is received.
- Landlord will accept the following methods of payment: **Direct Deposit (ACH) or Post Dated Checks**.

PAYMENT DUE AT SIGNING

- Security Deposit **\$ 950.00**
- First Month's Rent – May 1, 2020 **\$ 950.00**
- Last Month's Rent **\$ 950.00**

RENEWAL

- There is no renewal of this lease. Tenants must vacate the Premises by **June 30, 2021**.

LATE CHARGE:

- A late charge of **\$5 per day** will be assessed for each day the rent is paid late.

OCCUPANCY:

- Though we will try to avoid it, the Landlord reserves all rights in regard to the assignment of rooms and the termination of their occupancy. **No Tenant shall have the right to occupy the said Premises until all rents and security deposits have been paid and Parent Guarantee forms turned in, in accordance with this Lease Agreement. No keys or lock codes shall be given to any Tenant before all rents and security deposits from all Tenants have been paid and all Parent Guarantee forms have been turned in.**

INTEREST CHARGE:

- The Landlord will charge interest at the rate of Two percent (2%) per month on any rent delinquent by more than sixty (60) days. Such interest will be in addition to the late charge and the Landlord is authorized to apply security deposit to these items. In the event the delinquent account is turned over a collection agency Tenant agrees to pay all fees associated with collecting the delinquent rent. This could add up to an addition 50 percent on top of amount owed.

FALURE TO MOVE IN OR VACATING PREMISES:

- If a Tenant fails to move in or vacates the premises and the opening is not filled, rent will not be refunded. **If rent has not been paid by the** Tenant(s) who vacate and the rent cannot be collected by the Landlord after a reasonable effort for collection, the remaining Tenants must make up the difference in rent. Change in University enrollment, student loans and/or grant status has no bearing on this Lease.

INSURANCE:

- Landlords insurance does not provide coverage for Tenant’s personal property. No rights or storage are given by this Rental Agreement. Landlord will not be liable for any loss of Tenant’s Property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, its agents, or employees. Tenant agrees that he/she may purchase insurance at his/her own expense sufficient to protect Tenant and his/her Property from fire, theft, burglary, breakage, electrical connections. Tenant acknowledges that if he/she fails to procure such insurance, it is Tenant’s responsibility and he/she alone shall bear the consequences. **LANDLORD HAS NO RESPONSIBILITY FOR DAMAGE TO OR LOSS OF TENANT’S PROPERTY – NO MATTER THE CAUSE.**

DAMAGES AND REIMBURSEMENT:

- Landlord is not liable for loss, injury, or damage to any person or property unless the loss, injury or damage is caused by the Landlord’s intentional act or neglect. Tenant shall repay to Landlord any money spent by Landlord due to Tenant’s intentional act or neglect. Tenant is responsible for all intentional acts or neglect. Tenant is responsible for all intentional acts or neglect of Tenant’s family, friends, and others who use the Leased Premises. Landlord shall not be liable for any injury or damage caused by water, rain, snow or ice that leaks or flows from whatever source into or around the Leased Premises or the building within which the Leased Premises is located.

PRIVATE USE AND CLEANLINESS:

- The leased Premises and other areas reserved for Tenants private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Landlord may exclude from the Premises/house 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 representatives.

PARKING:

- **Parking is not available unless otherwise specified.** Landlord may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside leased Premises or on sidewalks, under stairwells, or in handicapped parking areas. Landlord may have unauthorized or illegally parked vehicles towed under an appropriate statute. All cars parked in a numbered parking stall must have a parking permit; those without one will be towed at the vehicle Landlord’s expense. Landlord is not responsible for any damage done to vehicles parked in Landlords lots.

- Number of Parking Spaces

CASUALTY LOSS:

- We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Tenants are responsible for snow removal.

WAVERS:

- Landlord will make necessary repairs but Tenants have no claim against Landlord due to the following:
- Problems with heat;
- Problems with air conditioning;
- Lack of hot water, electricity or any other service;
- Damage caused by moths, termites or other insect animals;
- Damage caused by rain, show, water, sewage, fire, or any weather condition;
- Damage caused by a leaking foundation.

ANIMALS:

- No animals (including, but not limited to, mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Premises or house community without written permission from the Landlord. If Tenant or any guest or occupant violates animal restrictions (with or without Tenant’s knowledge), Tenant will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the leased Premises at any time during Tenant’s term of occupancy Landlord will charge Tenant for de- fleaing, deodorizing, and shampooing. Initial (\$250) and daily (\$25) animal-violation charges and animal- removal charges are liquidated damages for Landlord’s time, inconvenience, and overhead (except for attorney’s fees and litigation costs) in enforcing animal restrictions and rules. 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 the animal to Tenant upon request if it has not already been turned over to a humane society or local authority. Tenant must pay for the animal’s reasonable care and kenneling charges.

Emotional Support Animal type and name _____

Permission for emotional support animal _____

Landlord Signature

PARENT GUARANTEES:

- Both parents of each Tenant signing this lease are required to sign a Parent Guarantee form. This form can be found on our website, (www.kutztown.com). **Parent guarantees from all parents must be received before any Tenant is allowed to move in. Guarantors will be notified in the event fines are issued or disruptive conduct notices are given.**

LANDLORDS RIGHT TO VOID LEASE:

- Landlord reserves the right to void lease, by giving written notice to Tenants, at any time prior to all Deposits and ~~Parent Guarantees~~ and documents required under the paragraph titled “**ADDITIONAL DOCUMENTS**” being received from all Tenants signing below, and rent the property to another Tenants. In this event, this lease becomes Null and Void.

REPLACEMENTS AND SUBLETTING:

- Replacing a Tenant, subletting, or assignment is allowed only when Landlord consents in writing. If departing or remaining Tenants find a replacement Tenant acceptable to Landlord before moving out and Landlord expressly consents to the replacement, subletting, or assignment, then:
- A \$200 RE-LETTING FEE APPLIES.
- A reasonable fee will be due if re-keying is requested or required; and
- The remaining Tenants will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.
- Your reservation deposit will be refunded less the re-letting fee only after all the replacement Tenants' paperwork and deposits have been turned in. In the event the semester has already started and occupancy has been given, the Security deposit less the re-letting fee will be returned at the end of the school year.
- NOTE: It is the sole responsibility of the departing Tenant and remaining Tenants to find a replacement. The \$200 fee is paid by the departing Tenant to cover administrative costs. Landlord has no responsibility to find a replacement. If no replacement is found the departing Tenant and remaining Tenants are still liable for the total amount of the rent.

USE OF PROPERTY:

- Tenants will use the property only for residential purposes and agree to abide by all laws and ordinances of the Borough of Kutztown, the State of Pennsylvania, and the Codes of Conduct of Kutztown University. Tenants are prohibited from having "OPEN PARTIES". Violation of PA Law and IUP University policy regarding drugs or alcoholic beverages is cause to cancel Lease with no refund. Kegs of alcohol or "Party Balls" on the Premises will result in immediate cause to cancel the Lease. At no time will the Tenants or others congregate in areas not designed as living space.

RESPONSIBILITIES OF TENANTS:

- Personal Property. Tenants will bear the risk of damage to any personal property in the Premises or anywhere else in the Premises complex. Landlord is not responsible for loss, destruction, theft of or damage to Tenants' property. Tenants are required to have renters insurance. Condition of Premises. Tenants shall keep the Premises in good condition and clean during the entire term of this lease. If Tenants or their guests damage any of the following items, Landlord will repair or replace them, at the Tenants' expense. a. Items. Plumbing, electrical fixtures, appliances, wiring, furniture, doors and walls, windows, any other property owned by Landlord. Tenants agree to return the Premises to Landlord in a clean condition and in good order and repair at the end of the lease.
- Plumbing: Tenants agree to use the sinks, drains, toilets and other plumbing in the Premises only for the purposes for which they are designed. Tenants shall not place sweepings, sanitary napkins, matches, rags, ashes or other improper items in the toilet or in any drain. Tenants must pay the cost of clearing clogs and of repairing any damage caused by misuse of any of the plumbing.
- Light bulbs: Tenants agree to provide and replace all burnt-out light bulbs during the term of this lease. When Tenants leave the Premises at the end of this lease, Tenants will leave all light bulbs in place and in working order.
- Snow and Ice Removal: Tenants agree to remove all snow and ice from steps, sidewalks, porches, parking areas and all walkways around the building. Tenants will be responsible for any and all fines resulting from the failure to remove snow and ice.

RULES:

- Violations of these Rules will result in immediate cause to cancel the Lease

- **SMOKING:** Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, Landlord is adopting the following No-Smoking Policy, which prohibits smoking in any interior areas, including but not limited to community and private rooms, bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevator, within all living units, and within 10 feet of building(s) including entry ways, porches, balconies and patios. This policy applies to all residents, guests, visitors, service personnel and employees. Any evidence of smoking inside the premises will result in a loss of security deposit.
- **BASEMENT AND ATTIC:** Tenants shall not use the basement, attic or any other unheated area of the Premises for any purpose. Tenants may not use the basement or attic for storage, parties or living space.
- **APPLIANCES:** Tenants shall not install any appliances without the landlords written permission. Tenants may not install air conditioners that exceed the amperage allowed by the electrical system.
- **YARD AREA:** Tenants shall not put advertising, antennas, signs or others items in the yard. No horseshoes, quoits or other activities that damage the lawn are permitted.
- **ALCOHOLIC BEVERAGES:** Tenants shall not serve or drink alcoholic outside the Premises on the property of Landlord.
- **CONSTRUCTION:** Tenants will not do any construction which will be attached to the inside or outside of the Premises. This means no lofts or bars. If Tenants break this condition, Tenants must pay the cost of removing everything added to the Premises.
- **PARTIES:** Absolutely no parties with more than Three (3) times the number of Tenants or a maximum of 15 (fifteen) students whichever is more are allowed at any time . This means that for example if your Lease is for two(2) Tenants then you are allowed to have six (6) guests. Absolutely no keg parties are allowed. Absolutely no alcoholic beverages are to be served to anyone under the age of twenty one (21) years old.
- **ADVERTIZING:** Tenants shall not display any advertising which can be seen from outside the Premises
- **NOISE:** Tenants shall not make or allow others to make any disturbing noises in the Premises at any time. Tenants shall not play or allow others to play any musical instrument, television, stereo equipment or radio in the Premises between the hours of eleven o'clock p.m. and eight o'clock a.m.

ADDITIONAL RULES

- Landlord may make other rules if Landlord decides that more rules are needed for the safety, care and maintenance, operation and cleanliness of the buildings or for the preservation of good order. When Landlord makes additional rules, Landlord will provide written notice to Tenants. After Tenants receive that notice, those additional rules and regulations have the same force and effect as the other terms of this lease.

CRIMINAL ACTIVITY

- ANY CRIMINAL ACTIVITY COMMITTED BY A TENANT OR BY ANY MEMBER OF THE TENANT'S HOUSEHOLD OR ANY GUEST OR OTHER PERSON UNDER THAT TENANT'S CONTROL OR IS A DANGER TO THE PREMISES IN ANY DRUG RELATED CRIMINAL ACTIVITY ON OR NEAR THE PREMISES BY THE TENANT OR ANY MEMEBER OF THE TENANTS HOUSEHOLD OR ANY GUEST OR OTHER PERSON IN THE TENANT'S CONTRAL SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE LEASE. VIOLATION OF THE PROVISION SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE LEASE. A single violation of any of the provisions in this lease shall be deemed a serious violation and a material and irreparable non-compliance. **It is understood that a single violation shall be good cause for immediate termination of the lease.**

UTILITIES

- Tenants will pay the following: electric, heat (Oil or Gas), cable T.V., internet, telephone, water, sewage, and garbage unless otherwise noted.. Please visit our website (www.kutztown.com) for the contact information for local utility providers. Any charge for furniture and electronics removal will be paid by Tenants.
- Landlord will be responsible for the following utilities. **Natural Gas – Heat, Water**
- Tenant will be responsible for the following utilities. **Electric, Cable, Internet**
- If the Landlord is paying the heat and doors and/or windows are open while the heat is on, or a locked thermostat has been tampered with, the Tenants will become responsible for paying all heating costs.
- Tenants with adjustable thermostats should set the thermostat no higher than 74 degrees and turn the heat down to 60 degrees when away for extended periods.
- Tenants agree to pay the required deposit to the Borough of Kutztown for connection of water, sewer and electric service to the Premises before moving in unless otherwise noted. Tenants agree to pay all utility bills promptly.
- Tenants will be responsible for keeping doors and windows shut during cold weather.
- Tenants will be responsible for the cost of any water usage above historical normal usage. This means that if there are any leaks or running water you must inform the Landlord immediately.
- The Landlord may choose to keep any utility that the Tenant is responsible for paying in the Landlord's name.
- The Tenant agrees to pay the Landlord the full amount due within ten (10) days of receiving the bill.
- The Landlord may choose to mail, hand deliver or email the bill to the Tenant.

GARBAGE AND TRASH COLLECTION

- All trash is to be placed in trash bags. Recycled item must be placed in proper collection buckets. If the trash falls over or spills, it must be picked up or cleaned up. Tenants are responsible for all additional garbage or furniture clean up and removal costs.

DEPOSITS

- At the time of the signing of this Lease, Tenants will deposit with the Landlord amount listed under “**SECURITY AND UTILITY DEPOSITS DUE** as a reservation deposit which becomes the security/damage and cleaning deposit when payment of fall rent is made. The Landlord reserves the right to bring legal action for any damages to the property not covered by the deposit. Deposits will be held per PA Law, 68 Purdons 250.511.a & 512. 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 rules. If the amount of the Deposit held by the Landlord at any time falls below the “**SECURITY AND UTILITY DEPOSITS DUE**”, the Tenant will be billed to bring the balance back up to the original amount. Failure to do so is cause for termination of this Lease.
- Tenants agree that if more than one (1) person occupies the premises the damages, at the Landlords discretion, may be apportioned between all the Tenants and subtracted from the Security deposits as well as any additional monies that may be charged if the Security deposits are insufficient. Upon the end of the Tenant’s Lease Tenants will be given a list of the deductions made to the account and will receive the remaining balance within 30 days of the ending of their Lease, provided they have given the Property Manager their forwarding address. If the Tenant fails to provide their forwarding address they agree to waive their right to the remaining balance; and said right shall be deemed waived and abandoned.
- No Security Deposits will be returned until all Tenants have moved out.
- Remaining balance check will not be mailed until all keys and key chains are returned and all utilities are turned off and balances paid.
- No interest is paid on security deposits.
- The deposit which is collected at the time of lease signing is used as a Reservation Deposit to hold the Premises for the Tenants until the first payment of rent is paid. At that point the Reservation Deposit becomes the Security deposit.

END OF LEASE

- Tenant agrees to move out of the leased property at the end of this lease. Tenant understands that once the lease has ended, the Tenant cannot remain in the leased property. If the Tenant does not move out at the end of the lease, Tenant will agree to pay \$200 per day plus any and all costs that the Landlord incurs due to the Tenant’s failure to move out of the property on the agreed upon end date of this lease.

ABANDONMENT

- Any of the Tenant’s personal property or possessions remaining on the Property after the Tenant 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. Tenant will pay for the cost of removal and disposal of abandoned property.

INSPECTIONS, SHOWINGS & RIGHT OF ENTRY

- The Landlord, and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we deem to be reasonable, including without limitation our entry of the Premises for the purpose of preparing any unoccupied bedroom in the Premises for re-rental, to inspect the Premises for the presence of mold or other conditions or to make repairs or remedy any violation of this Lease to the Premises. Notwithstanding our rights, nothing in the preceding sentence or any undertaking by us under the preceding sentence creates any obligation on us to perform any such inspections or any duty to act which otherwise would not be present or releases you of your obligations to inspect, maintain, repair or report, or otherwise, under this Lease. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage).
- Landlord may also enter the Premises, upon giving you reasonable prior notice, to show a bedroom or the Premises to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents.
- Landlord may provide such notice of entry to Tenants by phone, text message, email or by written notice. Notice to one Tenant shall be the same as if notice was sent to all Tenants.

LOCKS

- You are not allowed to install any, additional or alternate locks on any of the doors of the Premises. Changing locks is expressly prohibited.

TERMINATIONS

- In the event of a violation by any one of the Tenants occupying the Premises or their guests of any provision of this Lease, the Landlord reserves the right to terminate the Lease, in which case all rents will be retained by the Landlord. Landlord may evict one Tenant or all of the Tenants for a violation of the lease at Landlord’s discretion. A violation of the Rules and Regulations attached to this lease is a material breach of this lease. **IN THE EVENT THE LANDLORD NEEDS TO EVICT ANY TENANT(S) OCCUPYING THE PREMISES. THE TENANT(S) HEREBY WAIVES OR GIVES UP THE RIGHT TO ANY EJECTION NOTICE, AND AGREES TO MOVE OUT IMMEDIATELY UPON EVICTION.**
- In the event a Tenant is evicted from the premises the Tenant (s) remains liable for the full amount of the rent until the time the original lease has expired or the Landlord has been able to re- rent their spot to another Tenant.

LEAD-BASED PAINT HAZARD

- Landlord is required by Federal law to disclose to the Tenants Information about Lead based paint hazards at the leased premise.
- Each Tenant has been notified by the Landlord that a copy of the pamphlet entitled PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME, can be download from the Landlords website:
- www.kutztown.com/docs/lead_paint_brochure.pdf

The flowing marked with an (X) applies to the leased premises:

Landlord has no knowledge of lead-based paint at the premises.

-OR-

Landlord DOES have knowledge of lead-based paint at the leased premises. Reports and information about lead-based paint are available during regular office hours for the Tenants to read at the office of the landlord.

- 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.
- If the leased premises were built after 1978 this paragraph does not apply.

FIRE PROTECTION

- Local and State fire officials have suggested and/or mandated the following restrictions for your protection:
- Do not tamper with smoke detectors and please report inoperable smoke detectors immediately.
- It is the Tenant's responsibility to regularly test the smoke detectors.

MOVE IN INSTRUCTIONS

- Before any Tenant moves in, all Rent/Tenant loan award letters if required in the Rent Payment Schedule must be received along with all parent guarantee forms. No keys will be given out to any Tenant until all paperwork is complete and rents/security deposits collected.

CAUTION

- This Lease is a binding legal obligation. Each Tenant is signing this Lease for one academic year, which means each Tenant is legally liable for the entire rental fee. If you have questions, consult an attorney or the KU Housing Office.

ADDITIONAL DOCUMENTS

- The following documents are made part of this lease:
- Individual Tenant Application/Information form.
- Copy of Tenants Drivers Licenses.
- ~~Copy of Parents Drivers Licenses~~
- ~~PARENT/GUARDIAN GUARANTEE FORM~~

EXCLUSIONS

- Under this Lease Agreement, window treatments and furniture are not included unless noted under exceptions.
- EXCEPTIONS: Refrigerator, Oven, Washer and Dryer

WAIVER OF "NOTICE TO QUIT"

- If an event of default occurs, all Tenants waive "Notice to Quit" under Pennsylvania's Landlord/Tenant act.
- This means that the Landlord does not have to give any of the Tenants any prior written notice of Landlord's decision to end the lease or to use any of its other remedies.

REMEDIES OF LANDLORD IF AN EVENT OF DEFAULT OCCURS

- This lease shall immediately end if the Landlord chooses. If Landlord chooses to end the lease, Landlord will give written notice to Tenants, which will be effective immediately. Landlord may deliver that notice to Tenants or may leave the notice at the Premises.
- Forfeiture of Security Deposit.
- Prepaid rent becomes the property of the Landlord. Tenants lose any claim to a refund.
- Landlord has the right to apply Tenants' security deposit and utility deposit to any amounts owed by Tenants to Landlord.
- Landlord has all rights and remedies provided by law for the eviction of Tenants and collection of money owed by Tenants. Tenants will pay all costs of collection, including court costs, attorney's fees and Landlords' time.

- Landlord may use one or more of its remedies under this lease. If Landlord uses one of its remedies, he does not lose his right to use any or all of his other remedies. also, if Landlord chooses not to use any of its remedies, that does not mean that he cannot do so in the future.
- Landlord may pursue its legal rights to collection, including District Justice action for rent and possession.
- Landlord has the right to obtain judgment against each individual tenant for the full amount due under this lease. Landlord is not required to pro rate any balance due. Landlord will be entitled to a judgment for money damages against each individual tenant for the entire amount due under this lease, including rent and all other charges.
- Borough of Kutztown Level II Disruptive Conduct Report:
- If any Tenant living in the Unit receives (Borough of Kutztown Level II Disruptive Conduct Report) a processing fee of \$200.00 will be assessed on each and every Tenant whether present or not. A (Level II Disruptive Conduct Report) is a police charge for large and loud parties. A (Level II Disruptive Conduct Report) is a threat to our licenses and permits and we take them Very Seriously.

LEASE CONTAINS ALL AGREEMENTS

- This lease is the entire agreement between the Landlord and Tenants. There are no other oral agreements or understandings between them, except for documents listed under the paragraph titled “**ADDITIONAL DOCUMENTS**” and rules made under the paragraph titled “**ADDITIONAL RULES** which do not have to be signed by Tenants”, no changes to this lease shall have any effect unless put in writing and signed.

LIMITATION OF LANDLORD'S LIABILITY

- The term "Landlord," as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the Landlord or Landlords, who, at the time in question, own the Property. In the event of any transfer or transfers of ownership of the Property, the Landlord herein named (and in case of any subsequent transfers or conveyances, the then Landlord) shall be, from and after the date of such transfers and conveyances, freed and relieved of all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease to be performed after the transfer. Without further agreement, the new owner of the Property shall be deemed to have assumed and agreed to observe and perform any and all obligations in this Lease. Landlord may transfer his interest in the Property without the consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease. Landlord or transferor shall remain and continue to be liable for any performance or payment which shall have accrued or become owing during such Landlord's or transferor's tenure as Landlord hereunder.

HEIRS AND ASSIGNS

- This lease legally binds the people who sign, and their heirs, personal representatives, successors and assigns.

LAW AND VALIDITY

- Pennsylvania law controls this lease. If any term of this lease is not enforceable, That fact will not affect the rest of the lease in any way. The venue for all legal disputes filed by the Tenant arising out of or involving this Agreement shall be Berks County, Pennsylvania. The Landlord may file any claim in any venue. If court action is sought by Landlord to enforce the provisions of the Rental Agreement, Tenant agrees to pay all reasonable attorney’s fees and costs actually incurred by Landlord should Landlord prevail.

ENTIRE AGREEMENT

- This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease. **IF MORE THAN ONE TENANT IS SIGNING THIS LEASE, THE TENANT AND TENANT’S PARENTS WILL BE JOINTLY AND INDIVIDUALLY LIABLE FOR ALL OBLIGATIONS UNDER THIS LEASE AND ANY NOTICE OR SERVICE OF LEGAL PAPERS ON ONE TENANT SHALL BE THE SAME AS IF THE NOTICE WAS SERVED ON ALL TENANTS.**
- This means that all the Tenants as a group and each of the Tenants as an individual are responsible to the Landlord for all of the agreements of this lease. For example, if the rent is not paid, the Landlord can sue all of the Tenants (jointly) for any unpaid rent. Or, the Landlord can bring suit against any one Tenant separately (Severally) for all of the unpaid rent. In eviction suits, each Tenant(s) is considered the agent of all other Tenants in the Premise for service of process. A notice to vacate must be signed by all Tenant(s) or it will not be considered valid.

Contact Information and Payment Address

<i>Hexnova Group LLC</i>	Owner: Peter Keegan
PO Box 344	Phone: (610) 360-1957
Kutztown PA 19530-0344	Email: corp@pmkeegan.com

Signatures

Landlord. X _____ Date X _____

MANAGERS'S SIGNATURE *on behalf of Hexnova Group LLC and K & R Realty LLC, as its Manager*

Tenant. X _____ Date X _____

Sample

Tenant. X _____ Date X _____

Sample