

THIS LEASE IS AN AGREEMENT WHICH SETS FORTH THE RIGHTS AND OBLIGATIONS OF BOTH THE TENANT AND THE LANDLORD

1. **LANDLORD.** Charles Cooke (Property Owner) and SMH Home Rent LLC (Management Company) are collectively called “Landlord” in this Lease.
2. **TENANT.** _____ is the “Tenant” in this Lease. The Tenant is individually responsible for all obligations under this Lease, including the payment of Rent and damages. Tenant’s Mailing Address is: _____ . Tenant’s email address is: _____ . Tenant’s Phone number is: _____ .
3. **LEASED PREMISES.** The property leased to Tenant is **Residence with mailing address of 17526 Country Cottage Lane, Todd, PA 16685.** This residence is called the “Leased Premises” in this Lease. The Leased Premises includes the house and surrounding land. This lease does not include the garage or other outbuildings as located on the property. Tenant acknowledges with the signing of this lease that no access to outbuildings and the garage is included in this lease and accessing these areas will be considered trespass. This applies to the Tenant, Tenant’s occupants, family, guests, or invitees.
4. **RENT**
Rent is due at arrival. Rent will be \$ _____ for the Term of Lease. Rent to be paid in cash money.
5. **TERM OF LEASE.** The Lease begins on _____ **at 3 PM.** This Lease ends on _____ **at 10 AM.** The time period between the first day of the Lease and the last day of the Lease is called the “Lease Term”. The Lease Term may end sooner, if Tenant breaches this Lease.
6. **USE AND OCCUPANCY OF LEASED PREMISES**
 - a) Tenant shall use the Leased Premises for temporary housing.
 - b) Tenant shall use the Lease Premises in compliance with all Federal, State, and Local laws, regulations and ordinances now in force or that may be enacted in the future.
 - c) Tenant shall not engage in any activity that exposes Tenant, Landlord, or others to a risk of injury, loss or damage.
7. **RULES AND REGULATIONS.**
 - a) Tenant shall comply with the Rules and Regulations, which are attached to this Lease as Exhibit “A”.
 - b) A violation of the Rules and Regulations is a breach of this Lease. If Tenant violates the Rules and Regulations, Landlord shall be permitted to exercise any and all remedies provided for in this Lease or by law.
8. **CARE AND MAINTENANCE OF LEASED PREMISES**

- a) Tenant shall keep the Leased Premises clean.
- b) Tenant shall not deposit trash or garbage at the Leased Premises.
- c) Tenant shall immediately notify Landlord if any portion of the Leased Premises needs repair or if there is a dangerous condition within the Leased Premises.
- d) Tenant shall pay for all repairs to the Leased Premises caused by the lack of due care by Tenant, Tenant's family members, Tenant's guests and/or invitees.

9. LEAVING THE PREMISES AT THE END OF THE LEASE (FOR ANY REASON).

Tenant shall peaceably surrender possession of the Leased Premises to Landlord in good order. Any property remaining at the Leased Premises shall be deemed abandoned by Tenant.

- 10. RIGHT OF ENTRY.** Landlord and persons authorized by Landlord may enter the Leased Premises at all times to inspect and/or perform maintenance or repairs. Landlord and persons authorized by Landlord have the right to enter the Leased Premises without notice in emergency situations. Examples of emergency situations include, but are not limited to, fire or storm damage.

- 11. INSURANCE.** Landlord's insurance does not cover Tenant's personal property and will not cover Tenant's time or inconvenience or any displacement costs.

12. LIMITS ON LANDLORD'S LIABILITY.

- a) Landlord shall not be responsible for any personal injury or damage to property of Tenant, Tenant's occupants, family, guests, or invitees, unless such injury or damage arises from the grossly negligent (extraordinary negligent) or intentional acts of Landlord or Landlord's agents or employees.
- b) Landlord shall not be responsible for any injury or damage caused by fire, water, rain, snow or ice that may leak or flow from whatever source or cause into or about the Leased Premises.
- c) Landlord shall not be responsible for the criminal acts of others, including other tenants, guests, visitors or trespasser under any circumstances.

- 13. FALSE INFORMATION.** If Tenant gives or gave false or incorrect answers on the Rental process, Landlord may immediately seek to end the Lease.

- 14. TENANT'S BREACH.** Tenant shall have breached this Lease if:
- a) Tenant fails to comply with the Rules and Regulations.
 - b) Tenant fails to comply with any term of this Lease or an Addendum to the Lease.
- Tenant must comply with the requirements of the Lease at all times. No action or inaction by Landlord will excuse Tenant from complying with the requirements of the Lease or amend the requirements of the Lease.

- 15. REMEDIES FOR TENANT'S BREACH.** If Tenant does not comply with Tenant's obligations under this Lease, Landlord may pursue one or more of the remedies listed below:
- a) Landlord may end this Lease.

b) Landlord may file a lawsuit against Tenant in court to recover damages caused by Tenant's breach of the Lease.

Landlord may choose to pursue any and all of the remedies identified above. If Landlord pursues one remedy, Landlord has not waived Landlord's right to pursue any other remedy that may exist.

16. **ATTORNEY'S FEES AND COSTS.** If Tenant does not comply with Tenant's obligations under this Lease:
- a) Landlord may hire an attorney; and
 - b) Landlord may recover from Tenant the attorney's fees and costs incurred by Landlord to enforce the Lease, in addition to court and service costs.
17. **SUBLETTING AND ASSIGNMENTS.** Tenant shall not assign (transfer) this Lease or sublease any part of the Leased Premises to another person without the prior written consent of the Landlord. Any attempted assignment or sublease by Tenant without the prior written consent of Landlord is
- a) ineffective and void; and
 - b) a breach of Tenant's obligations under this Lease.
18. **DESTRUCTION OF LEASED PREMISES.** Tenant shall notify Landlord as soon as possible of any damage at the Leased Premises. Tenant shall notify Landlord immediately of any condition in or about the Leased Premises which threatens (a) the Leased Premises or (b) the property or safety of Tenant, Landlord or others. Tenant shall pay Landlord for all damages to Leased Premises caused in whole or in part by the negligence of Tenant or Tenant's occupant, family, or any of their guests.
19. **BINDING EFFECT.** This Lease shall be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto. Tenant may not assign this Lease or sublet the Leased Premises without the prior written consent of Landlord.
20. **SECURITY DISCLAIMER**
Notice to Tenant
Landlord does not warrant or guarantee the safety and security of the Leased Premises, Tenant, Tenant's occupants, family, or any of their guests, or other persons associated with Tenant (collectively called "Tenant's Group") or any personal property of Tenant's Group against the criminal actions of third parties. For example, Landlord shall not be responsible for any damage or injury to Tenant, Tenant's Group or to any person entering the Leased Premises, for injury to person or property arising from any criminal activity or casualty occurring in the Leased Premises. Tenant agrees to promptly notify Landlord in writing of any problems relating to safety.
21. **ADDITIONAL TERMS, CONDITION, RIDERS AND ADDENDUMS.** This Lease includes all those additional terms, conditions, and addendums set forth on the Exhibits indicated below. The terms and conditions included in the attached Exhibits are part of this Lease Agreement and a breach of those conditions is a breach of this Lease.
Exhibit A: Rules and Regulations

22. **ENTIRE AGREEMENT.** This Lease is the entire agreement between Tenant and Landlord. No oral or written agreement(s) made before signing of this Lease are part of the Lease, unless the same are included in this Lease in writing. This Lease may only be amended in writing signed by Tenant and Landlord. This Lease may NOT be amended orally or by the course of conduct of the parties.

Tenant understands and agrees that:

- 1) **This Lease is a written contract and legally binding; and**
- 2) **Tenant has the responsibility to read the Lease and ask necessary questions before Tenant signs the Lease; and**
- 3) **Tenant has had the opportunity to read the Lease and/or consult with an attorney.**

INTENDING TO BE LEGALLY BOUND BY THE TERMS OF THIS LEASE, TENANT AND LANDLORD HAVE SIGNED THIS LEASE UPON THE DATES IDENTIFIED BELOW.

TENANT: _____ DATE: _____

LANDLORD:  _____ DATE: _____
Chuck Cooke

EXHIBIT "A"
RULES AND REGULATIONS

If Tenant, occupants, guests, family members or other persons related or in any way affiliated with the Tenant violates any of the Rules and Regulations set forth below, Tenant has breached the Lease. The following Rules and Regulations are a part of the Lease.

Even though the Rules and Regulations use the term Tenant, the Rules and Regulations also apply to occupants, guests, family members or other persons affiliated with Tenant.

ANIMALS

1. Any pets brought to Leased Premises at any time must be leashed, contained, or controlled. Tenant agrees to pay for any damage caused by pets brought to the Leased Premises.

BEHAVIOR

2. Tenant shall not engage in or allow any activity, noise, vibration, odors, or other nuisance upon the Leased Premises. No smoking inside the premises.

3. No Tenant, occupants, guests, family members or other persons related to or affiliated in any way with the Tenant shall engage in any unlawful activity within the Leased Premises.

4. The Leased Premises shall not be used for soliciting or peddling or for any immoral or illegal purposes.

USE

5. Tenant shall not use machinery or any other items, which would damage the Leased Premises.

6. Tenant shall not conduct any kind of business upon the Leased Premises.

ALTERATIONS

7. Tenant shall make no additions or changes to the Leased Premises.

CLEANING AND MAINTENANCE

8. Tenant shall keep the Leased Premises in good and sanitary condition.

9. Tenant shall not allow the accumulation of rubbish or debris of any kind upon any part of the Leased Premises or permit odors to arise which may be unsanitary, offensive, or detrimental.