

LICENSE TO OCCUPY AGREEMENT

1. **PARTIES:** OWNER, Brian Betz DBA BB Enterprise, how about this and OCCUPANT(S)

SERVANT(S) _____ N/A _____,

Whether singular or plural, each OCCUPANT shall be deemed to be solely and separately liable to owner as to all of the terms and condition of this agreement.

2. **PREMISES:** It is agreed by and between OWNER and OCCUPANT that OWNER hereby licenses OCCUPANT and OCUPANT hereby accepts license to occupy premises known as: _____ Selinsgrove, PA 17870 upon the following terms and conditions:

CONDITIONS:

- A) **Term:** this license shall commence on ___ and terminate on ___
 - B) **License Fee:** The total fee for the term shall be \$____, payable at the rate of \$____ per month on the first (1st) day of each month, in advance to OWNER or OWNER'S agent by mail to BB Enterprise Attn. Brian Betz POB 150 HUMMELS WHARF, PA 17831 OWNER reserves the right to give **thirty (30) days notice** to increase the license fee effective for the last **four (4) months** of this agreement not to exceed **ten (10) percent** of the current license fee amount. This fee is considered paid upon receipt at the above address and late charges and the remainder of the payment to the license by the due date. The payment received will be applied first to the assessed late charge and the remainder of the payment to the license fee due, which could result in a balance of the license fee unpaid. Any unpaid balance will cause your account to be in arrears and breach the terms of the License to Occupy Agreement.
 - C) **Bad Check:** OCCUPANT agrees to pay a bad check charge of **\$75.00** for any check, which is returned to OWNER for any reason. At this instance, **NO** further personal check or third party checks will be accepted. All further payments must be certified check or money order. The return of an unpaid item to us will change the status of your account to unpaid and late charges will occur until satisfactory payment is made to us. These additional late charges must be included with the payment for your account to be in good standing.
- Security Deposit:** Upon execution of this agreement, OCCUPANT will pay to OWNER, in addition to the first month license fee, the sum of **ONE AND ONE HALF MONTHS RENT** which shall constitute a security deposit. OCCUPANT will not use any part of the deposit as license fee. OWNER shall return to OCCUPANT the security deposit or such part thereof as OCCUPANT is entitled to receive at the final conclusion or termination of this License Agreement. **The security deposit** can be used to satisfy any fees such as: past due rent monies/late fees, debt, damages or wherever charges or fees are specified in this lease. Any fees must be noted and submitted to the tenant in writing prior to deducting within 30 days after the termination of the lease.
- Key Deposit:** Upon execution of this agreement, OCCUPANT will pay to OWNER, the amount of **ten (\$10) dollars** for each key issued for doors. This deposit will be returned, if all keys issued are returned at the final conclusion or termination of the License Agreement.
- Late Charges:** The license fee is due and payable as stated above. Should OCCUPANT fail to pay on the day provided, should OWNER not elect to exercise any or all of its rights as set forth in Section 10, it may require OCCUPANT to pay the sum of **(\$10.00)** for each day the license fee is over due. Failure to pay said late charge shall constitute a breach of this agreement and permit OWNER to exercise all of its rights as set fourth in Section 10.

Premises will be occupied only as a residence: NO business or commercial enterprises shall be conducted from or using the address of the premises.

The **OCCUPANTS** under the terms of this agreement shall be limited specifically to the following persons, by name:

Guests are permitted, provided, however, that where any one other than those persons specified above stay for more than **five (5) days**, a presumption shall arise that said guest(s) shall be considered to be sub-licensing, which is prohibited by Section 1a. To prevent any miss-understandings that may arise out of the provision, the **OCCUPANT** is encouraged to communicate to the **OWNER** the reason why any guest(s) may stay more than **five (5) days**. It is not the intent of this provision to preclude relative and friends from visiting the **OCCUPANT**. It is intended to prevent situations including, but not limited to, meretricious relationships, sharing of license fee and expenses by having a "roommate", increasing occupancy by obtaining custody of one (1) or more children, or assuming responsibility for other members of the **OCCUPANTS'** family.

For the licensed premises: OCCUPANT'S will provide for garbage removal. Premises is licensed **SEMI-FURNISHED**. All other utilities are the responsibility of the **OCCUPANT**.

OCCUPANT WILL PAY FOR: (1) All Utilities, public, municipal or private, i.e. but not limited to water and sewer, electricity for heating, cooking, hot water.

Refrigerator/Stove/Dishwasher/Washer Dryer- is on loan to **OCCUPANT** as are any and all appliances provided in the premises and all maintenance and repair provided by them. (4) Insurance on all personal belongings is solely the responsibility of the **OCCUPANT**.

Before the OCCUPANT is granted possession of the premises, he/she shall be provided with an Initial Occupancy Dwelling Inspection Report to list items, if any, which are not in good repair, and shall sign the report and return the same to the **OWNER** prior to taking actual possession. (The intent of this procedure is to establish a record regarding the conditions of the premises upon the **OCCUPANT** acquiring the same.)

K) SERVANT- Each person(s) elected or hired as a servant to live with Occupants shall serve and perform domestic matters or duties as spelled out by Occupant(s) during the term of the lease. Occupant(s) shall be responsible for conduct and mannerism of Servant. Servant(s) such duties shall or might include: maintaining apartment/house in a cleanly manner: i.e. Vacuuming, window washing, laundry, trash removal, cooking and other duties... Each Servant must comply with proper immigration and or naturalization papers if not a legal resident or Citizen of the USA and be of 18 years of age or older. Such proof as a Green Card shall be made available at time of lease agreement. Servant in accordance to any and all conditions set forth in this lease the same as signed Occupants.

TERMINATION or RENEWAL OF LICENSE: **OCCUPANT** will give the **OWNER** **forty-five (45) days** notice by **Certified Mail** prior to the expiration of the License, if the **OCCUPANT** wishes to negotiate a new License. The **OWNER** shall have the privilege of canceling said License by Certified mail, which notice shall be given **thirty (30)** days in advance.

MATERIAL MISREPRESENTATION: Any inaccurate information furnished in the Application for License to Occupy, upon discovers, and shall continue a breach of this License Agreement.

ADDITIONAL RULES or REGULATIONS: If attached hereto, are hereby made a part hereof, and **OCCUPANT** acknowledges that it is aware of them and that violation of any of them shall have the same effect as a violation of any of the other provisions of this license agreement.

OCCUPANT PROMISES AND DUTIES: OCCUPANT agrees that OCCUPANT and all persons on the premises with OCCUPANT'S consent shall:

- A) Comply with governmental building and housing codes as they apply to **OCCUPANTS;**
 - B) Keep the premises clean and safe;
 - C) **Occupant is liable for minor repairs up to \$50.00**
 - D) **If furnace runs out of oil a charge of \$75.00 will be assessed**
 - E) Dispose from dwellings units all trash, garbage, rubbish and other waste in the manner established by **OWNER.**
 - F) Maintain Air conditioning and other facilities and appliances;
 - G) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit his/her invitees, guest, licensees or agent to do so;
 - H) Conduct himself or herself in a manner that will not unreasonably disturb his/her neighbors' peaceful enjoyment or the premises;
 - I) Make no substantial alteration to the premises including, but not limited to, painting, rebuilding, removing, or repairing, without prior consent of the **OWNER.** Unless the **OWNER** gives written permission to remove an alteration, such alteration shall be the property of the **OWNER;**
 - J) Properly notify the **OWNER** of all necessary repairs;
 - K) Neither keeps nor store hazardous or combustible materials on premises, nor use space heater or kerosene space heater, etc.
 - L) **NO** use of water beds allowed in the premises;
 - M) Give access to the premises, at reasonable hours to **OWNER,** his business invitees, (including prospective occupants) or prospective purchasers for any reasonable and lawful purpose. Except in situations of emergency, **OWNER** shall give **OCCUPANT** at least twenty-four (24) hours notice of intention to seek access, the date and approximate time at which access will be sought and the reason therefore. Thereafter, access may not be denied.
 - N) **NO KEGS, OR KEG RELATED ACTIVITIES ARE PERMITTED ON/IN/OR AROUND PREMISES, or THE USE OF PLYWOOD TABLES AS MEANS FOR COMPETITIVE DRINKING GAMES**
 - O) **DRUGS OF ANY KIND ARE PROHIBITED ON OR IN PREMISES.**
 - P) Parties are limited to not more than three times at the amount of people/guests signed to this contract. **OWNER** must be notified of any party to take place twenty-four hours prior to the event.
 - Q) Surrender possession peaceably at the ending date or proper earlier termination of this agreement;
 - R) Comply with all rules and regulation attached, if any.
- 8) **PETS:** OCCUPANT agrees not to keep, bring or allow any animals or other pets in or about the premises at any time. If OCCUPANT violates this, **OWNER** is authorized to retain **OCCUPANT'S ENTIRE SECURITY DEPOSIT** as the cost of having the premises fumigated and as liquidated damages. This is without prejudice to any other remedies which **OWNER** May wish to effect. **OCCUPANT** hereby authorizes **OWNER** to remove, physically and permanently, from the premises any animal or pet;
- 9) **OWNER PROMISES: The Owner agrees to:**
- A) Maintain the premises in such a manner as to comply with all state and local codes, statutes, ordinances and regulations governing the maintenance, operations and use of the premises;

- B) Maintain the roof, windows, doors, locks, floors, steps, porches, exterior and interior walls ceilings, foundations, and all other structural components of the premises in good repair and good working order;
- C) Maintain in good working order and safe condition all electrical, plumbing, sanitary, drainage, heating, water heating air conditioning, ventilating system, and all other facilities, appliances, and services supplied or required to be supplied by **the OWNER;**
- D) Pay all Public/municipal bill for which **the OWNER** is responsible, to prevent interruption of service because of non-payment of bills.
- E) Maintain the lawn care and snow removal of the property unless otherwise arranged by tenant.

10) **OWNER'S REMEDIES:**

- A) **OWNER** may file a complaint to evict the **OCCUPIER** in accordance with the applicable law if the **OCCUPIER** has failed to pay license fee in accordance with Section 3 (b), or any other charges provided for in this agreement if and only if the **OWNER** has given the **OCCUPANT five (5) days written notice** to cure for failure to pay such license fee or charges, at which time this agreement shall terminate. The eviction complaint may be filed on the **sixth (6) day.**
- B) If the **OCCUPANT** should fail to perform any of the terms or conditions of this agreement, other than those pertaining to the payment of license fee, the **OWNER** shall give the **OCCUPIER** written notice informing the **OCCUPANT** of the nature of the objectionable conduct. If the objectionable conduct has not been stopped within the five (5) day period or reoccurs before the ending date of this agreement, the **OWNER** shall then give the **OCCUPANT five (5) days written notice** of the termination of the agreement. Any eviction complaint may be filed at the expiration of this second five-day period.
- C) The remedies given to the **OWNER** are not exclusive, and no termination of the agreement or taking or recovering possession of the premises shall deprive **OWNER** of any of its remedies or actions for license fee or any other charges due at the time or which shall otherwise become due in the future.
- D) Confession of judgment: The occupier does hereby confess judgment in ejectment and authorize and empower the Prothonotary of the Court of Common Pleas of any county within the Commonwealth of PA, to enter a judgment in ejectment for the premises herein described for which a copy of this agreement and affidavit of default or breach, made by the **OWNER**, or his duly authorized representative, shall be his sufficient warrant, and does authorize the immediate issuing of a writ of possession for the premises in favor of **OWNER**, with costs;
- E) Discontinuance of services; **OWNER** shall not be required to expand any funds nor be required to continue any and all services to the premises or **OCCUPANT** provided for in the **OCCUPANT** agreement, with or without notice to The parties hereto recognize with or without notice to **OCCUPANT.**

11. **SECURITY DEPOSIT:** The security deposit may be applied by the **OWNER** to damages for which **OCCUPANT** is responsible, except for normal wear and tear. Charges against the security deposit will be made if any of the following conditions exist when we perform the **FINAL** Dwelling Inspection Report after the premises is completely vacated:

- A) Repainting: due to marks, dirt, or damage to any painted surface. Pictures and wall hangings are **NOT** to be hung with any type of pressure sensitive or other stick on hangers;
- B) Patching: to any surface due to damage or picture nail holes;
- C) Carpet Cleaning: to be vacuumed and steam cleaned in such a manner that will remove all accumulated dirt, soil, foreign matter and other residue;
- D) Carpet Repair; due to burns, tears, or other damages;

- E) Appliance Cleaning: including oven, range, refrigerator, and defrosting or refrigerator and freezer.
- F) Appliance Repair: or replacement including scratches, replacement of parts, etc. not due to normal wear and tear;
- G) Plumbing Fixtures: cleaning and repairing, including replacement for chips and or cracks;
- H) Bath and Kitchen Cabinetry and Countertops” cleaning and or repair, including replacement for chips, dents, gouges, etc,
- I) Tile Floor and Wall: repair due to damage or cleaning due to dirt, stains, etc.
- J) Window: glass-cleaning or replacement, including removal of dirt, etc, from window frame tracks;
- K) Electrical Fixtures: including TV cable outlets cleaning or repair;
- L) Doors, Windows, Woodwork and Paneling: for cleaning and repair;
- M) Failure: to surrender keys, a charge for changing door locks at the rate of **\$80.00** per door.
- N) Other cleaning, trash and rubbish removal and repairs will be charged on a time and materials basis;
- O) Unpaid Utilities: a deduction from the Security Deposit will be made for services/utilities provided to the Licensed Premises, which were to have been paid by the **OCCUPANT**.

12 **ASSIGNMENT or SUB-LICENSING:** The provisions of this license shall be binding upon, and shall insure to the benefit of the **OWNER**, their heirs, executors, administrators, successors, and assigns of the parties; provided, however, that the **OCCUPANT** shall not assign this license, or sub-license the licensed premises or any part thereof, with out the prior consent of the **OWNER**.

13 **ACCELERATION AND FORFEITURE:** Upon and default under the terms of this agreement, the total license fee yet unpaid as per Section 3 (b), including increases, if any, shall be due and payable at the option of the **OWNER**. Provided, however, **OWNER** shall have an obligation to mitigate damages, but not⁶ until all other vacancies have been filled, if this licensed premises is part of a multi-family building. **OCCUPANT** shall execute a “Confession of Judgment” Note for the amount specified in Section 3 (b) as part of this License to Occupy Agreement.

14 **SUBORDINATION:** This agreement is subject and subordinate to the lien of any mortgage now or hereafter, placed on the licensed premises are part. If any legal document is necessary to make the subordination documents if and when submitted to the **OCCUPANT** for that purpose.

15 **CAPTIONS:** the captions used herein are for the purpose of convenient reference only and ore not intended to express the full meaning of the clauses they introduce.

16 **ENTIRE AGREEMET:** This license represents **the FINAL and COMPLETE** agreement between **OWNER and OCCUPANT and Servant (were applicable)**. Any oral or written promise made by either party prior to the signing of this agreement and not included in this agreement is not enforceable.

IN WITNESS WHERE OF, the parties hereto, intending to legally bound hereby, hereunto set their hands and seals this

DATE _____

Acknowledge receipt of a copy hereof, consisting of these 5 pages, attached hereto.

Witness: _____

Witness: _____

Witness: _____

Witness _____

Servant: _____

A handwritten signature in black ink, appearing to be 'R. B.', written over a horizontal line.

OWNER _____

ADDENDUM TO LEASE—For All College Rental Properties Effective 2/7/05

In addition to the above lease, it is now very important to understand the body and the entirety of this lease by both the tenant and their parents, if this property is to be used as college housing. By signing this addendum, you and those signed to this lease will be held responsible in their entirety. Plain and simple, if your son(s) or daughter(s) want to live off campus then you will and should be notified in the event of any violation to the lease or city/boro ordinances that might occur during the specified term of the lease. As a landlord, and a parent, my first order of concern is safety with concern to how the property is treated and maintained. In addition, if a deliberate attempt to hurt or destroy to any person or property, then any and all parents will have the right to know of such violations as they too can and will be held responsible. Please note that each student is responsible to sign a “Does and Don’t sheet”. They should prepare all parents of the potential issues that are involved with off campus housing and the concerns of our community that is ready to completely enforce these options in the very near future routinely. In addition to the Does and Don’t page, this addendum will and must be signed by each parent of each student wishing to live in my housing. If there are other concerns that any parent should and might have, I will without hesitation ask that they contact me directly either in writing or by phone 570-374-2618. brianz@ptd.net fax-928-563-5564.

Thank you for your cooperation and attention to these issues.

Brian Betz

Please sign according to your son or daughters name below

Tenant1 _____

Parent1 _____

Tenant2 _____

Parent2 _____

Tenant3 _____

Parent3 _____

Tenant4 _____

Parent4 _____

Servant _____

Parent Servant _____

Addendum 12/3/08

In the event any tenant is convicted of a civil/criminal or cited and convicted of a violation/crime that is noted by the Pennsylvania State Police or Selinsgrove Police and filed with the Boro of Selinsgrove as a Warning/Violation can and may receive a fine **equal to or double the amount** imposed by the landlord/ BB Enterprise. Failure to represent yourself in defense of such a violation will result in the same as accepting guilt of such a violation or crime and be subjected to the same imposed fine. by the landlord or BB Enterprise. Failure to provide reasonable cause for such events can and may bring about violations to your lease and contract. In the event **three consecutive violations** accrue with in the term of the lease can give cause leading to eviction mandated by the Boro of Selinsgrove and forcibly executed by the landlord. If such a violation is proven and must be executed, **all tenants** named to the lease will be responsible for any and all damages including those representing loss of rent and legal fees suffered by such a conviction for the entire term specified in the lease and will be made to satisfy all damages within 30 days of such a conviction and/or imposed actions.

I/We Hereby Agree to the above terms and agreements set forth in this lease along with all addendums attached.

Witness/Tenant _____ Date _____

Witness/Tenant _____ Date _____

Witness/Tenant _____ Date _____

Witness/Tenant _____ Date _____