

# LEASE

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**THIS IS A LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. EACH TENANT SHOULD READ THIS LEASE CAREFULLY. THIS LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. EACH TENANT SHOULD SIGN THIS LEASE ONLY AFTER EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.**

The **leased premises** are the place that **Landlord** agrees to lease to **Tenant**. The leased premise is the lodge at 5662 Black Moshannon Road, Philipsburg, Pennsylvania, 16866, in Rush Township, Centre County.

## **1. CHECK-IN/CHECK-OUT, RENT, & CANCELLATION**

Check-in to the leased premises is each Friday (weekly) or the day of arrival (daily) after 3:00 P.M. Check-out of the Leased Premises is each Friday (weekly) or the day of departure (daily) at or before 1 PM. **Tenant** and **Landlord** may coordinate a more convenient check-in/check-out time at their option.

**Tenant** agrees to present to **Landlord** a valid driver's license or equivalent state-issued form of personal identification at the time of check-in.

## **2. CANCELLATION & CANCELLATION FEE**

**Tenant** and **Landlord** have the right to cancel this Lease at any point before the start date.

**(1)** If **Tenant** cancels the Lease, **Tenant** will lose 100% of the lease amount. **Tenant** agrees to have no right to receive a refund of the lease amount. If **Landlord** is provided a minimum of 60 days' notice, **Landlord** may offer to open dates on calendar to find a replacement tenant for the possible cancelled lease period. If **Landlord** finds a replacement tenant, **Landlord** agrees to return **Tenant's** rental amount less a \$50.00 service fee. **There is NO GUARANTEE that Landlord will open dates or find a replacement.**

**(2)** If **Landlord** cancels the Lease, **Tenant** agrees that **Landlord** must only return the amount of money paid in-advance to the **Landlord** by **Tenant**.

## **3. SECURITY DEPOSIT REQUIRED**

**Landlord** agrees to hold **Tenant's** credit card number for 7 days post departure with the understanding that **Tenant** will be responsible for all damage rendered to the

facility caused **by Tenant, Tenant's family or Tenant's guests.** All damaged items will be replaced and the facility will be fixed within 10 days of Tenant's rental time period. **Landlord** reserves the right to charge **Tenant's** credit card for damages.

#### **4. LANDLORD'S DUTY AT THE START OF THE LEASE**

**Landlord** agrees to give **Tenant** possession of the leased premises on the starting date of the lease. The lease will start even if **Landlord** cannot give **Tenant** possession of the leased premises because the prior tenant is still in the leased premises or the leased premise is damaged. If **Landlord** is unable to give **Tenant** possession of the lease premises, **Tenant** agrees that **Tenant** is only entitled to a refund of rent and only for the days **Tenant** is not in possession of the leased premises.

#### **5. DAMAGE TO LEASED PREMISES**

**Tenant** agrees to notify **Landlord** immediately if the leased premise is damaged by fire, water, or any other cause. **Tenant** agrees to notify **Landlord** if there is any condition present in the leased premises that could damage the leased premises or harm **Tenant, Tenant's** family, or guests.

#### **6. INSURANCE**

**Landlord** agrees to have insurance on the building where the leased premises is located. **Tenant's** own property is *not* insured by **Landlord's** insurance. **Tenant** is responsible for **Tenant's** own property located or placed in the leased premises.

#### **7. NO RIGHT TO ASSIGN OR SUBLEASE**

**Tenant** has *no right* to assign, delegate, or sublease any portion of this agreement, or any right provided in this lease, to any other person or third party.

#### **8. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE**

**Landlord** is responsible for all damage to property or injury to people caused by **Landlord** or **Landlord's** representatives' intentional or negligent acts occurring on the leased premises only.

**Tenant** agrees to be responsible for, pay, indemnify **Landlord**, and save **Landlord** harmless of and from any legal claim, demand, loss, charge, injury, death, or other suit brought against **Landlord** or **Landlord's** representatives, heirs or assigns, as the result of any and all activity, acts, or omissions on or off of the leased premises by **Tenant, Tenant's** family, guests, or any other invitee.

#### **9. USE OF LEASED PREMISES**

**Tenant** agrees to use the leased premises only as a temporary residence.

**Tenant** agrees to obey all federal, state and local laws and regulations when using the leased premises.

**Tenant** agrees not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises.

**Tenant** agrees not to do any activities in or around the leased premises, which could harm anyone or damage any property. **Tenant** agrees not to allow **Tenant's** family or guests to do any activities in or around the leased premises, which harm anyone or damage any property.

## 10 **RULES, PROHIBITIONS, AND OTHER PROVISIONS**

**Tenant** agrees to obey and follow all rules, prohibitions, and other provisions for the leased premises. **Tenant** agrees to obey all rules contained both in this Lease and provided to the **Tenant** in an additional Information or Facts Sheet. All the provisions of any accompanying Information or Fact Sheet are expressly *incorporated by reference* into this Lease.

If **Tenant** violates any rules or regulations for the leased premises, **Tenant** violates this Lease. **Tenant** agrees that **Tenant, Tenant's** family, or guests:

(1) Must not use the fire place for the building of a fire or burning of any kind;

(2) Must not smoke inside the leased premises;

(3) Must clean up and remove all cigarette butts from outside and around the leased premises;

(4) Must not keep pets on the leased premises unless prior permission is sought by owner and fee is paid. **Landlord** reserves the right to charge fee to credit card if pet is on property without permission. **Tenant** must fully clean up after animal or additional costs will be determined.

(5) Must clean and return the leased premises to its original condition before check-out and departure;

(6) Must not burn trash or garbage in or around the leased premises;

(7) Must not be unreasonably noisy and avoid noise that would be disturbing to individuals neighboring the leased premises;

(8) Must place all garbage and other waste in appropriately placed garbage cans, located in the parking lot of the leased premises;

(9) Must not have or keep a weapon (firearm, pistol or sidearm, ammunition, archery bow, crossbow, etc.) of any kind in the leased premises, unless placed and locked (with keys stored out of the reach of children) in the weapons closet; and

(10) Must not sleep more than 8 people at the Leased Premises\*.

(11) Must not have motor homes or tents on the leased premises.

(12) Adult responsible drinking is permitted.

\* It is possible to have more than 8 people at the leased premises but only with the Landlord's express, written permission. **Tenant** agrees to obtain **Landlord's** express, written permission before allowing more than 8 people at the Leased Premises. The additional cost per person is \$25 per person per night plus tax.

**Landlord** agrees to provide linens and other bedding supplies for the 5 twin beds, 1 queen bed, and 1 queen futon/couch. A waterproof mattress pad, comforter, and pillow have been provided for each of the 5 twin beds, 1 queen bed, and 1 queen futon/couch. **Landlord** will provide additional linens for extra persons.

#### 11. CARE OF AND CLEANING OF LEASED PREMISES

**Tenant** agrees that **Tenant** is responsible for, and will take good care of, the leased premises and all of the property in and around the leased premises. **Tenant** agrees to pay for any damage caused by **Tenant**, **Tenant's** family and guests. **Tenant** agrees to turn over possession of the leased premises to landlord when the lease ends.

**Tenant** agrees to clean the leased premises and return it to the leased premises to its original condition before check-out (as provided in Section 11 (5)). If **Tenant** fails to clean the premises or if **Tenant** fails to return the leased premises to its original condition, **Tenant** agrees to pay **Landlord** a "housekeeper's fee." **Tenant** agrees that the housekeeper's fee will be determined by the amount, type, and extent of cleaning necessary to return the leased premises to its original condition. **Landlord** agree to send **Tenant** notice of the amount of housekeepers' fee be assessed. **Tenant** agrees that **Tenant's** security deposit may be used to settle and pay for any housekeeper's fee incurred.

#### 12. LANDLORD'S RIGHT TO ENTER LEASED PREMISES

**Tenant** agrees that **Landlord** and **Landlord's** representatives have the right to enter the leased premises at reasonable times. **Landlord** and **Landlord's** representatives have the right to inspect, make repairs, perform maintenance, and show the leased premises to others with reasonable notice. **Landlord** and **Landlord's** representatives have the absolute right to enter the leased premises in an emergency. **Tenant** agrees to allow the **Landlord** to possess an access key that allows **Landlord** to gain access to the Leased Premises.

**13 VIOLATIONS OF THIS LEASE**

**WHEN EITHER LANDLORD OR TENANT DOES NOT DO SOMETHING THAT THEY HAVE AGREED TO DO, IT IS A VIOLATION OF THIS LEASE. IF TENANT VIOLATES THIS LEASE, TENANT MAY LOSE TENANT'S SECURITY DEPOSIT AD ANY OR ALL RENT PAID TO LANDLORD. IF TENANT VIOLATES THIS LEASE, LANDLORD ALSO CAN SUE TENANT FOR OTHER EXPENSES AND MAY SUE TO EVICT TENANT.**

**EACH TENANT SHOULD NOT SIGN THIS LEASE UNLESS EACH TENANT HAS READ AND CLEARLY UNDERSTANDS THE INFORMATION IN THIS SECTION ABOUT LEASE VIOLATIONS.**

**IF TENANT VIOLATES THE LEASE AGREEMENT, THE LANDLORD MAY SUE EACH TENANT IN COURT:**

**1) TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY TENANT'S VIOLATION OF THE AGREEMENTS IN THE LEASE;**

**2) TO RECOVER POSSESSION OF THE LEASED PREMISES (EVICTION); AND**

**3) TO COLLECT ANY AND ALL ACTUAL DAMAGES CAUSED TO THE LEASED PREMISES BY TENANT, TENANT'S FAMILY, OR GUEST OR ANY EXPECTATIONAL DAMAGES SUFFERED AS A RESULT OF TENANT'S BREACH OF THIS LEASE.**

**TENANT AGREES THAT LANDLORD MAY RECEIVE REASONABLE ATTORNEY'S FEES AS PART OF A COURT JUDGMENT IN A LAWSUIT AGAINST TENANT FOR VIOLATION OF THE LEASE AGREEMENT.**

**By making a reservation on this website, each Tenant and Landlord expressly agrees that they have read, understood, and accepted all of the conditions, obligations, covenants, and agreements in this Lease:**

DATE SIGNED BY LANDLORD:

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**LANDLORD:**

**The Black Moshannon Lodge, LLC, by:**

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DATE SIGNED BY TENANT(S):

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**TENANT(S):**

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Driver's License #: \_\_\_\_\_