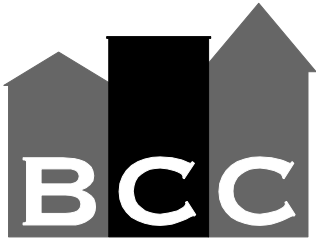


# BRANDS CAPITAL CORP.

P.O. Box 8221 • Pittsburgh, PA 15217 • info@brandscapital.com • 412-226-8989

## RESIDENTIAL LEASE AGREEMENT

1. **DATE OF AGREEMENT:** **October 27, 2014**
2. **NAME TENANT(S):** **New R. Tenant**
3. **NAME CO-SIGNER(S):** **None**
4. **ADDRESS OF LEASED PREMISE:** **123 Main Street, Apt #1, Pittsburgh PA 15212**
5. **LANDLORD:** Brands Capital Corp
6. **AGENT FOR LANDLORD:** Marc Brands
7. **TERM OF THE TENANCY:** Lease begins on **November 1, 2014** ends on **March 31, 2016**.
  - a. To end this lease Landlord or **Tenant must give 60 days notice** before the ending or 60 days for renewal of lease.
  - b. Tenants must vacate before the expiration of the term.
  - c. Tenants shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement tenant by reasonably attempting to re-rent. Tenants who vacate before expiration of the term are also responsible for Landlord's costs of advertising for a replacement tenant.
8. **MONTHLY RENT:** **\$595**
  - a. Tenants shall pay Landlord rent in advance on the **1<sup>st</sup> day of each month**. Payment must be **received** by the 1st to be considered on time.
  - b. If that day falls on a weekend or legal holiday, the rent is due on the **previous business day**.
  - c. A **3% cost of living adjustment** will automatically be added to your monthly rent every 12 month. The new amount will be rounded to the next whole dollar.
  - d. A **court action to remove tenant begins on the 15th day**. All court cost are paid by tenant.
  - e. Rent shall be paid by personal check, money order or cashier's check only, payable to **Brands Capital Corp** and mailed to **P.O. Box 8221, Pittsburgh, PA 15217-0221**, or at such other place as Landlord shall designate from time to time.
  - f. Payments will be applied to your outstanding balance in the following order: 1) Fees & Interest 2) Previous unpaid rent balance 3) Current rent due 4) Judgments & Court costs
9. **LATE CHARGES AND RETURNED CHECKS**
  - a. A **late fee of \$50.00** is assessed if full payment of any outstanding balance is not **received by the 5<sup>th</sup> day** of the month.
  - b. The burden of proof on any payments lies with the Tenant. Responsibility of lost payments in transit (i.e. lost in the mail) falls on the tenant.
  - c. If any check given by Tenants to Landlord is returned for insufficient funds, a "stop payment" or any other reason, Tenants shall pay Landlord a returned check charge of **\$40.00** for each check in addition to any late fee charges that may also apply retroactively. A returned check will trigger an immediate court action for eviction and recovery of damages.
  - d. The landlord reserves the right to require future payments in the form of money order, or certified check.



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**10. APPLIANCE(S) FURNISHED WITH RENTAL UNIT: Stove, Refrigerator**

**11. SECURITY DEPOSIT: \$595**

- a. If Tenant breaks this lease in any way, the security deposit is non refundable.
- b. Tenant agrees to give Landlord a written forwarding address and return all keys before moving from the leased property, failure to do so will allow Landlord to keep tenant's security deposit in full.
- c. Landlord may use all or a portion of the security deposit as are reasonably necessary to remedy:
  - Tenants' default in the payment of rent or any other defaults on the lease.
  - Repair damages to the premises exclusive of ordinary wear and tear.
  - Clean the premises.
  - Unpaid utility bills.
- d. Landlord will refund Tenants the balance of the security deposit after such deductions within sixty (60) days after the expiration of this Agreement. If deductions have been made. The Landlord will provide Tenants with an itemized account of each deduction including the reasons for and the dollar amount of each deduction.
- e. The Landlord will **not pay interest** on security deposits.

**12. LEASE RENEWAL:**

- a. If the lease is not ended or changed by either party, this **lease automatically renews**:
  - on a **month-to-month** basis if the lease ends in the month of April through September.
  - **until March 31 of the next year.**

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- b. Landlord and tenant must give each other at least 60 days notice before the end of the lease if either one does not want the lease to automatically renew.

**13. PETS:**

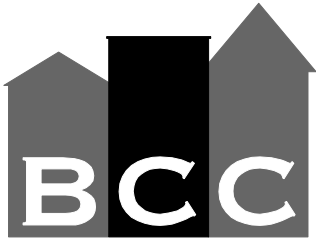
- a. No animal shall be brought on or kept on the premises without Landlord's prior written consent.
- b. EXCEPT: **Cats, Dogs**
- c. Any **pets must not disturb** any other residents or neighbors.
- d. **Tenants agrees to pay Landlord for damages that the animal(s) caused and any additional wear and tear from the animal(s).**
- e. **Pet Deposit** is required. A **\$100** deposit is necessary for a **cat**, plus \$50 for each additional cat. A **\$300** deposit is necessary for a **dog**, plus \$100 for each additional dog.

**Pet Deposit: 0**

**14. UTILITIES PAID BY LANDLORD: Cold Water, Sewage, Trash**

- a. Tenants shall pay directly for all utilities, services and charges provided to the premises, including any and all deposits required, except for the ones mentioned above.
- b. Tenants agree to transfer all utilities they are responsible for into their name within one business day of signing their lease. Failure to do so may result in landlord withholding part or all of the tenants' security deposit.

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## 15. QUIET ENJOYMENT:

- a. Tenants shall be entitled to quiet enjoyment of the premises. **Tenants shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other or nearby resident.**

## 16. OCCUPANTS:

- a. The most people allowed to live in the leased property are as follows:  
1-bedroom: 2; 2-bedroom: 4; 3-bedroom: 6; 4-bedroom: 8; 5-bedroom: 10;
- b. Names of all occupants not signing this lease under 18 years of age otherwise must be named a co-tenant:

### **New S. Tenant – Age 9**

- c. If any unauthorized occupant(s) is living in the leased property, for more than 14 consecutive days landlord can do any or all of the following:
  - End the lease with thirty days written notice:
  - Require tenant to pay \$75 per month for each unauthorized occupant(s).
  - Require unauthorized occupant(s) to fill out an application and pay fee to be approved, to be added to the lease. An additional fee may be applied to cover additional utility costs and additional wear and tear.
  - Upon completion of application and approval a new lease will be started and signed. Upon rejection the unauthorized occupant(s) will vacate immediately and the tenant will be charged \$3.00 per day per occupant for the days they were there.
  - Require tenant to pay of all damages caused by unauthorized occupant(s)
- d. Unauthorized occupant(s) is anyone not listed on the lease that has lived in the leased property for more than 14 days in a row.

## 17. ASSIGNED PARKING SPACES:

**Zero (0)**

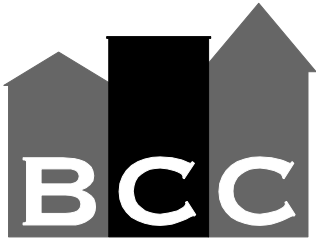
- a. In addition to rent, Tenants shall pay Landlord a parking fee of **\$0.00** per month. This fee is payable in advance along with the rent and shall be paid at the same address as designated by Landlord for payment of rent.
- b. Tenants may not paint or repair vehicles of any kind in any parking space or anywhere else on or about the property. Grease, oil and any other drippings must be cleaned by Tenants when they occur and at Tenants' expense. Cars are not to be washed on or about the premises.
- c. Tenant agrees to have current registration, license plates, and inspection stickers on all vehicles. If Tenant does not comply with these requirements within five (5) days. Tenants agrees to pay towing and other expenses to remove the vehicle(s).
- d. Tenant agrees not to park or store a motor home, camper, trailer, boat, boat trailer, or other recreational vehicle without the written permission of landlord.

## 18. ILLEGAL ACTIVITY:

- a. This lease automatically ends if any finds Tenant or Tenant's guest storing, using, selling, manufacturing or distributing illegal drugs. This also applies to any other illegal activity under State and federal law.

## 19. SMOKING POLICY

- a. This lease prohibits smoking inside the premises. Landlord has the right to terminate the lease immediately and charge tenant for all smoking-related damages if any evidence of smoking is found.



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## 20. ASSIGNMENT AND SUBLETTING:

- a. **No portion of the premises shall be sublet** nor this Agreement assigned without the prior written consent of the Landlord. Any attempted subletting or assignment by Tenants shall, at the election of Landlord, be an irremediable breach of this Agreement and cause for immediate termination as provided here and by law.

## 21. TENANT FAILS TO MOVE IN AFTER GIVING DEPOSIT TO HOLD:

- a. If leased property is ready for move-in and Tenant cancels moving in. **Landlord may keep all money paid by Tenant in advance.**
- b. Tenant is responsible for payment of reasonable advertising cost to re-rent the leased property. tenant pays rent for days the leased property remains empty.
- c. If Landlord is unable to deliver possession of the premises for any reason not within Landlord's control, Landlord shall not be liable for any damage caused thereby, nor will this Agreement be void or voidable, but Tenants shall not be liable for any rent until possession is delivered. If Landlord is unable to deliver possession within 15 calendar days after the agreed commencement date, Tenants may terminate this Agreement by giving written notice to Landlord, and shall receive a refund of all rent and security deposits paid.

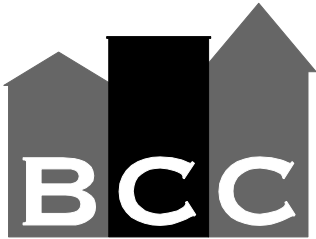
## 22. EXTENDED ABSENCES AND ABANDONMENT:

- a. **In the event Tenants will be away from the premises for more than 14 consecutive days, Tenants agree to notify Landlord** in writing of the absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.
- b. Abandonment is defined as absence of the Tenants from the premises, for at least 14 consecutive days without notice to Landlord. If the rent is outstanding and unpaid for fourteen (14) days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenants are occupying the unit, Landlord may at Landlord's option terminate this agreement and regain possession in the manner prescribed by law.
- c. Is the Tenants responsibility to provide Landlord with updated contact information.
- d. All belonging left by tenant became landlord's property to remove or keep as abandoned property. The cost of disposal is charged to tenant.

## 23. NOTICE TO LEAVE THE LEASED PROPERTY (NOTICE TO QUIT):

- a. If Tenant breaks this lease. **Tenant agrees to give up his right of a "Notice to Quit"**. This means Tenant allows Landlord to go to court without giving the required notice. Tenant has the right to challenge the Landlord's charges in court.
  - **Give up right to vacate notice.**
  - **Term of lease has ended if for 1 year or less you give up your right to 15-day notice.**
  - **Term of lease is 1 year or more you give up your right to 30-day notice.**
  - **Breach of conditions of lease for 1 year or less you give up your right to 15-day notice to retake possession of property.**
  - **Breach of conditions of lease for 1 year or more you give up your right to 30-day notice to retake possession of property.**
  - **For nonpayment of rent when due and demanded you give up your right to 10-day notice to take legal action and possession.**
  - **For violation of a controlled substance you give up your right to a 10-day notice to take legal action and possession**

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## 24. INSURANCE:

- a. Tenants assume full responsibility for all personal property placed, stored or located on or about the premises. **Tenants' personal property is not insured** by Landlord. Landlord recommends that Tenants obtain insurance to protect against risk of loss from harm to Tenants' personal property. Landlord shall not be responsible for any harm to Tenants' property resulting from fire, theft, burglary, strikes, riots, orders or acts of public authorities, acts of nature or any other circumstance or event beyond Landlord's control.
- b. If a fire or other mishap damages the leased property. Tenant may continue to occupy the livable pan if local codes and laws grant permission. If tenant decides to stay. Tenant will pay rent according to the percentage of the amount of area that is livable until Landlord repairs the damage.
- c. If Tenant decides not to stay or occupancy is not permitted, this lease will end immediately. Landlord will collect money due by Tenant, and then return security deposit plus rent paid in advance for the period after the fire or mishap. Once the lease has ended. Landlord is not responsible for finding replacement housing for tenant.
- d. Tenant agrees to allow Landlord or Landlord's representative to enter the eased property whenever necessary to repair damage caused by fire or other mishap
- e. Any fire or other mishap caused by Tenant or Tenant's guests is Tenant's full responsibility. This included the payment of rent and all other terms and conditions of this lease.
- f. Tenant is responsible for damage caused by windows being left open. Any windows or screens broken or doors damaged by anyone are tenant's responsibility.
- g. Tenant agrees not to hold Landlord, agent for Landlord or manager responsible for damage or injury caused by water. snow or ice that comes on the property.

## 25. SMOKE DETECTORS:

- a. The premises are equipped with a smoke detection device(s), and Tenants shall be responsible for reporting any problems, maintenance or repairs to Landlord. **Replacing batteries is the responsibility of Tenants.**
- b. Tenant agrees to tell Landlord immediately if any smoke detector(s) fail to work for any reason other than the battery.
- c. Tenant agrees not to disconnect a smoke detector or allow anyone else to disconnect it. Tenant is responsible for any injuries, damages or loss suffered because of someone disconnecting a smoke detector for any reason.

## 26. HOLD HARMLESS:

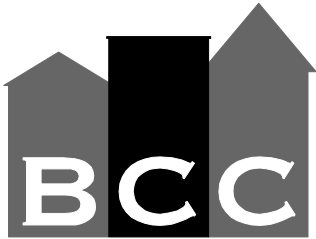
- a. **Tenants expressly release Landlord from any and all liability** for any damages or injury to Tenants, or any other person, or to any property, occurring on the premises unless such damage is the direct result of the negligence or unlawful act of Landlord or Landlord's agents.
- b. Landlord is not responsible for any liability or injury to any person while on the leased property.
- c. Landlord is not responsible for loss, theft or damage to property of Tenant or Tenant's guest.

## 27. INDIVIDUAL LIABILITY:

- a. Each tenant and co-signer who signs this Agreement, whether or not said person is or remains in possession, shall be together and **individually liable for the full performance** of each and every obligation of this Agreement.

## 28. REPORTING OF PAST RENT OWED:

- a. Tenant is aware that Landlord may report any past rent, damages. utilities, or other cost owned by tenant to a credit-reporting agency. Tenant understands this reporting could affect Tenant's ability to obtain credit or credit for future housing.



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## 29. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY:

- a. Tenants agrees to permit Landlord to place a for sale, rent, or informational sign on or near the property.
- b. Tenants agrees to make rental unit **available and presentable 60 days prior to expiration of the lease** for Landlord to **show** to potential new tenants. **Failure to cooperate and allow for reasonable access will result in the forfeiture of your security deposit.**
- c. Landlord agrees to give Tenant reasonable notice, typically 24 hours before entering the leased property. Landlord, or person chosen by Landlord has the right to inspect, make repairs, and do maintenance even if the Tenant is not home.
- d. Landlord, or person chosen by the Landlord, has the right to enter the leased property without notice for an emergency. If tenant is not present, Landlord agrees to tell Tenant promptly to explain the visit.

## 30. REPAIRS, ALTERATIONS AND DAMAGES:

- a. Except as provided by law or as authorized by the prior written consent of Landlord, Tenants shall not make any repairs or alterations to the premises, including but not limited to, painting the walls, installing wallpaper, murals, paneling, tile, or hanging posters or pictures weighing in excess of twenty pounds.

## 31. WAIVER OF CLAIM TO FIXTURES:

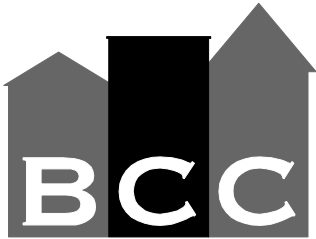
- a. Ownership of all improvements to the premises including installed fixture and furniture that is secured to the premises shall be transferred to the Landlord at the end of the Lease term, unless improvements are fully reversed to their original conditions.

## 32. LEAD BASED PAINT DISCLOSURE:

- a. The Federal Environmental Protection Agency requires all Landlords who wish to rent property built before 1978 to give Tenant a lead based paint pamphlet. This pamphlet explains that your children and pregnant women who are exposed to lead hazards may experience serious health problems. It also explains the physical and mental damage to young children exposed to lead paint and/or lead hazards.
- b. Landlord is required to tell tenant if the property contains or does not contain any lead-based paint. If Landlord does not know if lead-based paint is present, Tenant may hire a certified lead paint inspector at tenant's expense to inspect the property. Tenant will supply landlord before inspection the name of the inspection company.
- c. The lead-based paint inspection must happen within five days of moving in and the written results returned within ten days. Tenant gives permission to have inspection results given to Landlord in writing.
- d. Tenant has two choices if lead based paint or lead hazards are present:
  - Tenant may end the lease by notifying Landlord in writing within two days of receiving the Inspection results. Tenant agrees to move out of the leased property within 90 days of the starting date a lease.
  - Tenant may continue the lease and agree not to hold landlord responsible for any future health problems due to lead based paint or lead hazards.

Tenant acknowledges receiving this Lead based Paint Pamphlet before signing this lease.

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### 33. TENANTS LIABLE FOR UNCORRECTED DEFECTS :

- a. **Tenant will be held liable for any corroding damage to the building or excess consumption of utilities that are caused by failing to inform the landlord in a timely manner.** Damages include but not limited to:
  - Excess water consumption due to running toilets or faucets
  - Water damage caused by roof leaks or pipe failure
  - Damage caused by animals such as termites
- b. Tenant is responsible for all injury or mishap caused by the dangerous or defective conditions if not reported to Landlord.

**Tenant Initial** \_\_\_\_\_

### 34. UNPAID BALANCES AND DAMAGES AFTER MOVE-OUT:

- a. After tenant has vacated the premises, a **monthly interest rate of 1.5%** will be added to any outstanding balances. Interest is calculated using the balance on the 5th of each month.
- b. After tenant has vacated the premises, an administrative fee in the amount of **\$50 per day** will be added in addition to the repair costs to any full or partial day in which rehabilitation beyond normal wear and tear on the property was required.

### 35. LAWN CARE, SNOW REMOVAL AND OTHER MAINTENANCE:

- a. **Tenant is responsible for lawn maintenance and snow removal.**  
Lawn maintenance means: 1) Cutting of grass 2) Trimming of bushes and hedges 3) Weeding of flower beds.  
Snow removal means: 1) Shoveling snow from steps 2) Sidewalks and driveways 3) Removal and salting of ice and snow.
- b. If Tenant does not maintain these two areas in a satisfactory condition, Landlord will complete the work; this expense becomes additional rent to Tenant.
- c. **Tenant agrees to pay to open all clogged drains toilets, sinks, and traps** caused by tenant's actions.
- d. **Tenant agrees to buy and change filters on the furnace every six (6) months.** If damage is caused because the filters were not changed. Tenant agrees to pay for all expenses to repair furnace, including the service call charge.

### 36. LANDLORD DOES NOT GIVE UP RIGHTS:

- a. If Landlord fails to enforce any clause in this lease, Landlord may enforce these clauses at a later time without penalty.

### 37. SURVIVAL OF AGREEMENT:

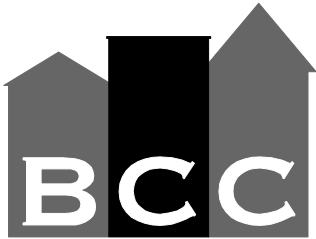
- a. If the courts find any clauses in this agreement against the law, all other clauses that are legal are not affected.

### 38. FAILURE OF TENANT TO VACATE:

- a. In the event that Tenant occupies the Premises beyond the expiration of the lease, a rent charge equal to **three (3) times the normal rent will be assessed.**

### 39. LOST KEYS:

- a. If Tenant contacts Landlord to unlock a door between 9AM and 5PM Monday through Friday, the cost is **\$50.00**
- b. If Tenant contacts Landlord during any other hours the cost is **\$95.00.** If Tenant decides to use a locksmith. Tenant must pay locksmith and provide Landlord with a new key immediately.



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**40. MEDIATION/ARBITRATION:**

- a. Tenant or Landlord agree to submit any dispute concerning this lease to final and binding mediation/arbitration. Both the Tenant and the Landlord choose the mediator.

**41. NO JURY TRIAL:**

- a. Landlord and Tenant agree to give up their right to a trial by jury. This is for any civil action or any other action by either Landlord or Tenant against the other.

**42. SALE OF PROPERTY:**

- a. If Landlord sells the property, Landlord will transfer all security deposits and any interest due to the new landlord. Landlord agrees to notify Tenants about the sale to provide the name, address, and phone number of the new Landlord and where rent is to be paid.
- b. The new Landlord is responsible to Tenant for the return of the security deposit and any interest due after the sale of the property.
- c. Tenant understands that Landlord will not have any more responsibilities in their lease after the property is sold to the new owner.

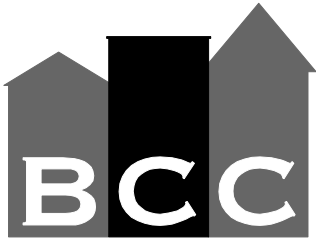
**43. OTHER PROVISIONS:        NONE**

**44. TENANTS LEGAL RIGHT TO ATTORNEY:**

- a. Tenant agrees Landlord gave Tenant time to review this lease if Tenant does not understand the lease terms; tenant should seek the advice of an attorney before signing. By signing below this clause each tenant agrees he or she has read and understands all of the terms and conditions.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease in several counterparts, each of which shall be deemed an original, as of the day, month, and year first above written.

TENANT 1	TENANT 2
Signature: _____	Signature _____
Date: _____	Date: _____
Print Name _____	Print Name: _____

TENANT 3	TENANT 4
Signature: _____	Signature _____
Date: _____	Date: _____
Print Name _____	Print Name: _____

CO-SIGNER 1	CO-SIGNER 2
Signature: _____	Signature _____
Date: _____	Date: _____
Print Name _____	Print Name: _____

LANDLORD / MANAGER
Signature: _____
Date: _____
Print Name _____