

THIS AGREEMENT, is made effective as of the _____ day of _____, 2003, by and between the Robert Jackson Smith Family Trust (Lyn M. Sennholz, trustee) , hereinafter called "Owner," and _____, hereinafter called "Tenant." The parties agree as follows:

1. PREMISES: Owner hereby agrees to rent to the Tenant the real property known as the Bethesda Evangelical Church and or the Farmers Mills Swamp Church. Owner also hereby agrees to rent to the Tenant the parking areas, the portable toilet, and surrounding grounds.

2. TERM: The rental of said premises shall commence on _____, and continue thereafter until _____, at which time this agreement is terminated. Tenant's occupancy of the premises is conditioned on the following:

3. POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Rental Agreement and shall yield possession to Owners on the last day of the term of the Rental Agreement, unless otherwise agreed by both parties in writing.

4. HOLDOVER: If tenant maintains possession of the premises for any period of time after the termination of the Rental Agreement, tenant shall pay to Owner \$100.00 per day under the terms and conditions of the RENT section below. Such holdover shall constitute a day to day extension of this Rental Agreement at the option of the Owner.

5. RENT: Tenant agrees to pay owner as base rent the sum of \$100.00 per day, due and payable in advance. Rent must be received one week before the day the term of the rental agreement begins.

6. PAYMENT OF RENT: The initial payment of rent and security deposit under the terms of this Rental Agreement must be made in *cash* or with a *money order* to Hans F. or Mary H. Sennholz. Time is of the essence and no excuses will be accepted.

7. APPLIANCES: The premises are rented *without* appliances. The above rental payment specifically *excludes* all appliances of any kind. Such appliances as are in the property are there solely at the convenience of the Owner, who assumes no responsibility for their operation. Any appliances or other furnishings in or on the premises must be returned to Owner at the termination of this Agreement in as good a condition as at the beginning of the Agreement, except for such deterioration as might result from normal usage of the property.

8. RENTAL COLLECTION CHARGE: Tenant hereby acknowledges that late payment of rent will cause Owner to incur costs not contemplated by this Rental Agreement, the exact amount of which is unknown at this time. In the event rent is not received one week prior to the first day of the rental term, regardless of cause, tenant shall not take possession of the property.

9. USE: The tenant agrees to use the premises only as a wedding chapel or concert hall.

Tenant shall permit no unlawful activity on the premises, nor shall tenant allow any hazardous or noxious activity nor any activity that would increase the risk of fire, explosion or other casualty.

10. NONASSIGNMENT OF RENTAL AGREEMENT. Tenant agrees not to assign or sublet any portion of the premises, nor to allow any person to live thereon.

11. LEGAL OBLIGATION---PENNSYLVANIA STATUTE: Tenant acknowledges the following responsibilities imposed on tenants under Pennsylvania law:

SECTION 250.503-A. Tenant's Duties

The tenant shall comply with all obligations imposed upon tenants by applicable provisions of all municipal, county and Commonwealth codes, regulations, ordinances, and statutes, and in particular shall:

(1) Not permit any person on the premises with his permission to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit, or the facilities, equipment, or appurtenances thereto or used in common, nor himself do any such thing.

(2) Not permit any person on the premises with his permission to willfully or wantonly disturb the peaceful enjoyment of the premises by other tenants and neighbors.

12. LEAD PAINT DISCLOSURE: Because this building that you are about to rent was erected prior to 1978, we are required to inform you that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. Owners are unaware of any lead-based paint having been used in this building. Tenant has 10 days from the signing of this rental agreement to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. If tenant does conduct a risk assessment or inspection, tenant agrees not to use the premises prior to receiving the results of the assessment/inspection. If tenant does not conduct the risk assessment or inspection within 10 days, tenant is deemed to have waived his/her right to such inspection and assumes the risk of damage resulting from using potentially hazardous premises. In the event lead-based paint and/or lead-based paint hazards are found on the premises, tenant may elect either a.) to assume the risk of being in the presence of lead and hold Owner harmless in the event damages are incurred as a result of using the premises, **or** b.) to terminate the lease immediately and not use the premises. In this event, all funds received by the Owner shall be immediately refunded. Furthermore, tenant agrees to hold Owner harmless for any and all damages resulting from having used the premises and or from the delay/inconvenience associated with finding new premises.

13. SECURITY DEPOSIT: Tenant hereby agrees to pay a security deposit of \$100.00 one week prior to first use. The security deposit shall be held in trust by the Owners and shall be applied to any damages or other liabilities hereunder, if any. Upon termination of this rental agreement, Owner shall furnish tenant an itemized list of damages, if any, and shall refund the appropriate amount to tenant within thirty (30) days of tenant vacating the premises. Security deposit shall be refunded to the Tenant first listed below. Tenant is responsible for dividing the security deposit up and distributing it to co-tenants as their interests may appear. Tenant agrees that no interest shall be paid on the amount held as security deposit. Owner's responsibility ends upon tendering the balance of the security deposit, if any, to tenant.

SECURITY DEPOSIT OF \$ _____ HAS BEEN RECEIVED ON _____.

14. CLEANING FEE: Tenant hereby agrees to accept the premises in its present state of cleanliness and to return the property in the same condition or pay a \$100 cleaning fee if the Owner needs to have the premises cleaned.

15. DAY TO DAY TENANCY: This Agreement creates a day-to-day tenancy and not a lease or other long-term agreement. However, all parties agree that termination of this rental agreement without a one week prior notice before the stated commencement date above will constitute breach of the tenancy and all Security Deposits shall be forfeited in favor of the Owner as full liquidated damages at Owner's option following termination without notice.

16. TENANT COOPERATION: Tenant agrees to cooperate with Owner or her agent by allowing Owner or her agent to attend the event being held in the building during the rental term.

17. REMOVAL OF PROPERTY: Tenant shall not remove nor allow anyone to remove any property in or on the premises belonging to Owner without Owner's express written consent.

18. PROPERTY INSURANCE: Owner and tenant shall be responsible for maintaining appropriate insurance for their respective interests in the premises and the property located on the premises, each at their own expense. Owner does not and can not carry casualty insurance on tenant's personal property. Tenant is required to purchase liability insurance along with renter's casualty insurance in the amount of \$300,000 by an insurance company licensed to sell such insurance in the Commonwealth of Pennsylvania. Tenant must supply Owner with a Certificate of Insurance showing Owner as a co-insured for the event being held at least one week prior to the beginning of the rental term.

19. DESTRUCTION OR CONDEMNATION OF PREMISES: If the premises are partially destroyed in a manner that prevents the conducting of tenant's use of the premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and if the cost of repair is less than \$2000, Owner shall repair the premises and use of the premises shall abate during the period of the repair. Owner shall not be responsible to tenant for consequential or incidental or any other damages as a result of the damage to the premises and its non-usability.

20. HABITABILITY: Tenant acknowledges that the premises are rented in "as is" condition. Tenant has inspected the premises, acknowledges that they are in a reasonable and respectable condition of habitability for their intended use, and that the agreed rental payments are fair and reasonable. If the condition changes so that, in tenant's opinion, the habitability and rental value of the premises are adversely affected, tenant shall promptly provide written notice to Owner.

21. MAINTENANCE RESPONSIBILITIES OF TENANTS: Tenant acknowledges that the premises are to be kept in clean and sanitary condition. Tenant agrees not to permit any deterioration or destruction to occur to Owner's property. Tenant is responsible for the following maintenance:

- a. inside walls, woodwork, floors, fixtures, musical instruments on premises, windows, doors, heating, electrical and mechanical systems—including any repairs or purchases costing \$25 or less,
- b. parking lot, roads giving access to the property. This includes snow or ice removal, regardless of cost.

22. MAINTENANCE RESPONSIBILITIES OF OWNER: Owner is responsible for the following regarding the premises:

- a. the roof, outside walls, and other structural parts of the building;
- b. repairs to the heating, electrical and mechanical systems and requiring expenditure of more than \$25, unless such repairs are caused by the misuse, negligence, or intentional acts of the tenant.

23. UTILITIES: *Owner* is responsible for payment of the following utilities: *water, sewage, electric*. Tenant is responsible for any other utilities or charges in connection with the premises. Tenant acknowledges that the rental payments are based upon the Owner's payment for the said utilities.

24. VEHICLE POLICY: Tenant agrees not to park or store any mobile home, camper, trailer, or any recreational vehicle on the premises. Tenant shall park his vehicle(s) on the gravel areas of the premises and shall not block access to the parking areas for other tenants or neighbors. Junk cars, cars on blocks, non-functional vehicles, or unlicensed vehicles are not permitted on the property. Removal will be at the expense of the Tenant. Tenant agrees that any vehicle parked on ungraveled areas may be towed and stored at tenant's expense.

25. NONLIABILITY FOR TENANT REPAIRS: Tenants agree that any repair work on the premises will be handled by competent repair persons unless tenant is qualified and capable of performing the repairs himself. Tenant is responsible for any injury he may suffer doing any repair work. Tenant agrees to arrange for professional help if unable to perform repairs himself. Owner is not liable for any injuries or damages on account of repair work done by or secured by the tenant. Repairs must be made to Owner's satisfaction.

26. OWNER ACCESS: Tenant is entitled to exclusive possession of the rented premises so long as tenant is in compliance with all terms and conditions of this rental agreement; however, tenant hereby consents that Owner and his agents shall have access to the premises to make inspections, repairs, to provide necessary services, to show the unit to prospective buyers or their agents, mortgagees, prospective renters.

27. NONWAIVER OF REMEDIES: All rights and remedies of Owner hereunder are cumulative. Any exercise of any rights by Owner or any failure to exercise any rights hereunder shall not act as a waiver of those rights nor any other rights hereunder. No statement made by Owner or his agent with regard to rental amounts, repairs, improvements or any other matters shall be binding on the Owner unless said statement is put in writing and made a part hereof.

28. VALIDITY OF RENTAL AGREEMENT PROVISIONS: Owner represents that all of the provisions of this Rental Agreement are, at the present time and to the best of his knowledge and belief, valid and legal provisions. Any provision set forth in this Rental Agreement which is now or in the future contrary to the laws of the Commonwealth of Pennsylvania shall be treated by the parties as void; however, all other provisions of the Rental Agreement shall remain in full force and effect.

29. ATTORNEY'S FEES AND COSTS: If Owner shall enforce the provisions of this agreement in any court against the tenant, owner shall be entitled as part of any court judgment to be reimbursed for all costs and expenses of enforcement including reasonable attorney's fees.

30. BINDING EFFECT: Tenant hereby acknowledges that he or she has the legal right and authority to sign any necessary documents in connection herewith for any and all other co-tenants, and commits them to abide by this contract. Adult tenants are fully responsible for any child who was a minor at the time this rental agreement was signed. The parties acknowledge that in this agreement the singular number where used will include the plural, the masculine gender will include the feminine, and the term tenant will include co-tenant.

31. JOINT AND SEVERAL LIABILITY: Tenant acknowledges that each tenant who is a party to this agreement is jointly and severally liable for performance hereunder. Tenant and any and all co-tenants acknowledge that should any tenant vacate the premises, the remaining resident(s) are still

responsible for the full amount of the rent as well as all other obligations hereunder, and that said liability shall continue to be joint and several.

32. INDEMNIFICATION: Tenant agrees to indemnify and save owner harmless from and against any and all liability, penalties, damages, expenses, and judgments by reason of any injury or claim of injury to person or property in or about said demised premises or the road, parking areas, and land adjoining the same that is caused or claimed to be caused by any negligent act or omission of tenant, owner, visitor, neighbor or guest.

33. FULL DISCLOSURE: The tenants signing this Rental Agreement hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement to the best of their ability, and that they understand the obligations and responsibilities of each party. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or derelictions. Signature by the Tenant on this Rental Agreement is acknowledgement that he/she has received a signed copy of the agreement.

34. GOVERNING LAW: This Rental Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

35. ENTIRE AGREEMENT-AMENDMENT: This Rental Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or in writing, that are binding on the parties except that which is written herein. This agreement may be modified or amended in writing, but must be signed by the party obligated under the amendment.

36. NOTICE: Notices required under this Rental Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Lyn M. Sennholz, Trustee
Robert Jackson Smith Family Trust
P.O. Box 309
Grove City, PA 16127

Such address may be changed from time to time by either party by providing notice as set forth above.

37. DEFAULT: Tenant shall be in default of this Agreement if Tenant fails to fulfill any obligation, condition or covenant set forth hereunder. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within five (5) days or fails to cure any other obligation breached within seven (7) days after notice of default is provided by Owner, Owner may take possession of his property without further notice, and without prejudicing Owner's right to recover monetary damages.

In the alternative, Owner may elect to cure the Tenant's default and the cost of such action shall be added to Tenant's financial obligations under this Rental Agreement. All sums of money or charges required to be paid by Tenant hereunder shall be deemed additional rent, whether or not such sums or charges are designated as "additional rent."

Tenant expressly acknowledges that if unpaid, said additional rent and other financial obligations will be deducted from the Tenant's Security deposit.

IN WITNESS whereof, and intending to be legally bound hereby, the parties have hereunto set their hands and seals the day and year above first written:

OWNER: _____

TENANT: _____

CO-TENANTS: _____