SUMMER CORPORATE INTERN LEASE
VICTAULIC AND LUTRON AGREEMENT

THIS LEASE AGREEMENT, (“Lease”), is made the 22nd day of May, 2015 by and between MUHLENBERG COLLEGE, 2400 Chew Street, Allentown, PA 18104 (hereinafter “Landlord”), and (hereinafter “Tenant”).

WHEREAS, the Landlord is the owner of certain real property located at___________ , Allentown, Pennsylvania (the “Leased Premises”); and __________________________.

WHEREAS, the Tenant desires to lease from the Landlord, the Leased Premises, subject to the terms and conditions set forth in this Lease.

NOW, THEREFORE, for and in consideration of the rents, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Leased Premises. Landlord does hereby demise and let unto Tenant and Tenant does hereby lease from Landlord, for the term and upon the conditions and covenants set forth herein, the Leased Premises.

2. Term. The term of this Lease (the “Term”) shall commence on May 22, 2015 at 9am (the “Commencement Date”) and shall continue until August 9, 2015 at noon.

3. Minimum Rent. Rent is coordinated directly through internship site.

4. Security Deposit. Security deposit is coordinated directly through internship site.

5. Landlord’s Duties. Landlord agrees to give the Tenant possession of the Leased Premises on the Commencement Date of the Lease. The Lease will start even if Landlord cannot give the Tenant possession of the Leased Premises because the prior tenant is still in the Leased Premises or the Leased Premises is damaged. If Landlord cannot give Tenant possession of the Leased Premises on the Commencement Date, the Tenant is not liable to pay rent until the day Landlord gives possession of the Leased Premises to the Tenant.

6. Damage to Leased Premises. The Tenant agrees to notify the Landlord immediately if (i) the Leased Premises is damaged by fire or any other cause; or (ii) there is any condition in the Leased Premises that could damage the Leased Premises or harm the Tenant or others.

7. Insurance. The Landlord agrees to insure the building where the Leased Premises is located. However, the Tenant's own property is not insured by the Landlord's insurance and the Tenant is responsible for obtaining insurance on the Tenant's own property that is located in the Leased Premises.

8. Assignments or Subleases by the Tenant. Assignment (or assign) is the legal term for a transfer of the Lease from the Tenant to another person. This other person then becomes the Landlord's new tenant and takes over the Lease. The Tenant agrees not to transfer (assign) this Lease to any other person or entity without first obtaining the written consent of the Landlord which consent may be withheld at the sole and absolute discretion of the Landlord. A sublease is a separate lease between the Tenant and another person who leases all or a part of the Leased Premises from the Tenant. The Tenant agrees not to lease (sublease) all or any part of the Leased Premises to any other person or entity without first obtaining the written consent of the Landlord which consent may be withheld at the sole and absolute discretion of the Landlord. The Tenant agrees that if the Tenant transfers this Lease (assigns) or leases all or a part of the Leased Premises to another (sublease), Tenant has violated this Lease.
9. **Responsibility for Damage to Property or Injury to People.** The Landlord is responsible for all damage to property or injury to people caused by the Landlord’s, or the Landlord's representatives’, intentional or negligent acts at the Leased Premises. The Tenant is responsible for all damage to property, including the Leased Premises, and injury to people caused by the Tenant and the Tenant's family or guests or the Tenant’s failure to fulfill its obligations under this Lease including, but not limited to, its obligations to maintain the Leased Premises and remove snow and/or ice from the Leased Premises.

10. **Use of the Leased Premises.** The Tenant agrees (i) to use the Leased Premises only as a residence; (ii) to obey all federal, state and local laws and regulations when using the Leased Premises; (iii) not to store any flammable, hazardous, or toxic chemicals or substances in or around the Leased Premises; (iv) not to do any activities in or around the Leased Premises which could harm anyone or damage any property; and (v) that the Tenant will not allow more than 5 person(s) to occupy the Leased Premises without first obtaining the written permission of Landlord.

11. **Landlord’s Right to Enter the Leased Premises.** The Tenant agrees that the Landlord and the Landlord's representatives shall have the right to enter the Leased Premises at all reasonable times after providing the Tenant with advance notice. The Tenant agrees that no such advance notice shall be required to enter the Leased Premises in the event that the Landlord or its representative reasonably believe that an emergency exists. The Landlord and the Landlord's representatives have the right to inspect, to make repairs, to do maintenance, and to show the Leased Premises to others.

12. **Care of the Leased Premises.** The Tenant is responsible for, and will take good care of, the Leased Premises and all of the property in and around the Leased Premises except that the Landlord shall be responsible for the maintenance of built-in appliances. The Tenant agrees to pay for any damage caused by the Tenant or the Tenant's guests. The Tenant agrees to turn over possession of the Leased Premises to Landlord when the Lease expires or is terminated. Tenant will be held responsible for the condition and cleanliness of their room and its furnishings and for any loss or damage other than normal wear that may occur during their occupancy. Any excessive clean-up, which goes beyond the normal custodial service, will be charged to the Tenant responsible. If it cannot be determined who is responsible, the charge will be distributed among the Tenants in that particular living unit. The minimum charge will be a three-hour overtime charge for each custodial staff performing the clean-up.

13. **Violations of this Lease.** When either the Landlord or the Tenant does not do something that they have agreed to do, it is a violation of this Lease. If the Tenant violates this Lease, the Tenant may forfeit its security deposit. In addition, if the Tenant violates this Lease, the Landlord can also sue the Tenant for other damages and expenses and may sue to evict the Tenant. Each Tenant should not sign this Lease unless each Tenant has read the Lease and clearly understands the information in this section concerning Lease violations.

The Tenant violates this Lease if the Tenant:

1) Fails to pay rent or other charges to the Landlord when due, or

2) Leaves (abandons) the Leased Premises without the Landlord’s written permission prior to the expiration of the then current term of the Lease, or
3) Does not leave (vacate) the Leased Premises in good condition at the expiration or termination of the then current term of the Lease, or

4) Does not do all of the things that the Tenant has agreed to do in this Lease.

If the Tenant violates the Lease, the Landlord may sue each Tenant in court:

1) To collect overdue rent, late charges, other fees and/or money damages caused by the Tenant’s violation(s) of the agreements in this Lease; and/or

2) To recover possession of the Leased Premises (eviction); and/or

3) To collect for unpaid rent until the end of the then current term of the Lease.

The Tenant agrees that the Landlord may receive reasonable attorneys fees and costs as part of a court judgment in a lawsuit against the Tenant for violation(s) of the agreements of the Lease.

Alcohol may not be consumed and alcohol containers may not be possessed anywhere on campus who is under the legal drinking age of 21. Individual consumption of alcoholic beverages by persons of legal age is permitted only in private sleeping rooms and suites in residence halls and properties leased or owned by the College. Those who do consume alcoholic beverages in their residence are expected to do so in a manner that is not excessive and that recognizes the rights of others to utilize these locations. In apartments where all residents are 21 years of age or older, those residents may consume alcohol in the common area of their residence. Tenants are prohibited from storing or using any item (beer bong, tap device, Beirut table, funnel, etc.) that could lead to the excessive consumption of alcohol, in College housing. The storage, or use of a bulk quantity or a common source of alcoholic beverages, such as kegs, party balls, or cases is prohibited in College housing.

15. Pets. The Tenant agrees that the Tenant will NOT keep any pets on the Leased Premises. The Tenant agrees that the Tenant WILL NOT ALLOW Tenant's guests or others to have pets on the Leased Premises.

16. Visitors. Tenants must register all visitors with Campus Safety prior to visitors arrival.

17. Non-smoking. All college-owned facilities are smoke-free facilities. Smoking is only permitted outside facilities.

18. Restricted Items. To prevent personal injury and/or damage to property, the possession or use of any potentially dangerous item or material is strictly forbidden in the residence halls or on campus. Such items are subject to confiscation and the bearer to disciplinary action. Any firearms, ammunition, air-guns, compressed air canisters, spring type weapons, sling shots, martial arts weaponry, explosives, fire-crackers, chemicals, portable heating units of any kind, halogen lamps, multi-bulb lamps, homemade TV and radio antennas, candles, incense, water balloons, dart-boards, knives, swords, whips, switchblades, and water beds are among those items prohibited (see also: Fire Prevention). Spray painting in residence halls is prohibited.
19. **Decorations.** Decorations must be removable without damage to paint or finished surfaces of the room. Nails, tacks, scotch tape, plastic hooks, adhesive stickers, contact paper, decals and paneling are considered damaging and are prohibited. **No object may be hung from the ceilings, pipes, or fire safety equipment.**

20. **Trash/Cleanliness.** Tenant is responsible for removing personal trash directly to the dumpsters. Removal of recyclable materials to the appropriate containers also remains the responsibility of Tenant. During deliveries or entry for maintenance, staff may address trash or cleanliness condition concerns with tenants. Individuals, sections, halls, and entire buildings will be held responsible where trash is deliberately left in and around public areas of a residence hall. Failure to follow this policy may result in fines.

21. **Restricted Areas.** Tenant is prohibited from entrance into restricted areas such as roofs, mechanical equipment rooms, attics, buildings closed for vacation, etc.

22. **Custodial Service.** Custodial service is provided for all common areas only. Cleaning of Tenant rooms is the responsibility of the individual Tenant.

23. **Noise.** Stereo music and other loud sounds and noises interfere with the normal functions of the campus and are disruptive to the community. Such loud music or noise infringes upon the rights of others to study, to conduct classes, or to carry on necessary duties and functions at the College. The Office of Residential Services establishes standard quiet hours. Stereo speakers or amplification devices shall not be placed in windows with sound directed outside. Further, any loud noises or music which unduly disturbs the peace of the College community when reported to Campus Safety, Residential Services staff, or any other representative of Muhlenberg College may result in removal from Leased Premises. Quiet hours are from 11 p.m. through 8 a.m. on Sunday through Thursday and 1 a.m. through 8 a.m. on Friday and Saturday.

24. **Security.**

A. **Keys:** The unauthorized possession, alteration, or defacement of any key and the illegal entry of any room or College Housing unit by any means, is strictly prohibited.

B. **Unauthorized Entry:** Unauthorized entry or permitting unauthorized entry into residence halls is a violation of this Agreement.

C. **Master Keys:** Head Residents, Resident Advisors and Residential Services Student Employees are the only tenants authorized to hold and use master keys. Unauthorized possession or use of master keys may subject tenants to disciplinary action.

D. **Exterior Doors:**
   1. All residence halls are locked 24 hours a day.
   2. Campus Safety must be called if the doors are broken and will not lock. In addition, report maintenance problems relative to building security to the Campus Safety Office.
   3. Propping exterior doors and/or allowing unauthorized individuals into residence halls is prohibited.

E. **Lost Keys:**
   1. Lost keys must be promptly reported to the Office of Residential Services.
   2. Upon notification of a lost room key, the lock will be changed and the tenant responsible will be charged for the cost of the lock core(s) and issuance of keys to all residents. All lock and key charges will be invoiced on tenant accounts. Lock change charges vary
depending on location. For security of the affected residents, loss of keys to houses may result in re-keying of the entire building at the expense of the responsible Tenant.

3. Loss of keys in Benfer suites, Village apartments, 2201 Chew Street or MILE Houses will result in changing all the affected cores on the unit system at the expense of the responsible Tenant. The expense ranges from $200-$250.00 depending on property.

2. Tenants will normally be charged for all replacement keys and lock changes unless it is determined by the College locksmith that the breakage was due to malfunction of the lock.

3. Tenants are not permitted to allow another individual to use their key(s).

F. **Broken or Bent Keys:**
   1. Broken or bent keys must be returned to the Office of Residential Services to obtain a new key at no charge.
   2. Tenants not returning broken or bent keys, will be charged for a lock change as noted above in Section E. *Lost Keys.*

G. **Lock-Outs:** For lock-outs and lost keys during office hours and after hours please phone campus safety at x 3112.

H. **Key Collection:** Check out: All keys must be returned to the Office of Residential Services within the 24 hour period after the termination of lease or permanent withdrawal from room. Keys not returned after that period of time will result in billing for a lock change.

25. **Fire Safety.**

A. **Fire Alarms and Equipment:**
   1. Fire equipment is to be used only as necessary in the case of fire. Its use and misuse must be reported to the Office of Residential Services and/or Campus Safety immediately so that it may be restored to useful condition with no unnecessary delay.
   2. Fire equipment includes (but is not necessarily limited to) fire bells, pull stations, alarms, extinguishers, hoses, exit signs, smoke detectors, sprinkler systems, instruction signs, equipment cases, and electrical panels.
   3. Students face fines and disciplinary action for needlessly tampering with, discharging, stealing, or improper use of fire alarms and/or equipment.
   4. When the person responsible for tampering with fire alarms and/or equipment cannot be identified, individuals residing within the section will be billed the cost of the entire fine plus maintenance charges in accordance with the College damage assessment procedures.
   5. Students who tamper with fire alarms and/or equipment are subject to arrest and prosecution by the City of Allentown in addition to College disciplinary action, fines, and/or reassignment.
   6. The College reserves the right to issue other sanctions ranging from fines to expulsion.
   7. Failure to evacuate a building during a fire alarm may result in disciplinary action and/or fines.

B. **Fire Prevention:**
   8. Tenants are expected to be alert at all times to the hazards and dangers of fire in their area and to exercise all proper precautions to prevent fire, notify proper authorities of any potential fire and safety hazards, and promptly report a fire.
   9. Tenants are expected to help prevent false alarms and should report any tampering with the alarm system to Campus Safety.
10. Flammable substances and solids, such as gasoline, benzene, naphtha, cleaning fluids, explosives, and fireworks may not be used or stored in residence halls. Lighted candles, incense, kerosene lamps, halogen lamps and tenant installed electric heaters may not be used in the residence halls.

11. ALL COOKING MUST BE CONFINED TO DESIGNATED COOKING AREAS. Use of electrical appliances such as hot plates, heating coils, coffeepots, popcorn poppers, electric frying pans, toaster ovens, irons, and electric heaters are prohibited in Tenant rooms and social lounge areas. All appliances must be UL approved with UL approved cords. Low wattage electrical equipment and attached cords must also be UL approved. The College reserves the right to determine the danger of electrical appliances and remove them.

12. Storage or placement of any items (including trash, bicycles, boxes, furniture, etc.) in public areas such as corridors, stairwells, or balconies is prohibited. The College will remove items placed or stored in public areas with a charge for their release. Items may not be left outside residence buildings at any time (i.e. trash cans).

13. All decorations used in corridors or public areas shall be flameproof or fire resistant materials. The College reserves the right to remove any and all decorations that do not comply.

14. Hanging of cloth material along walls is discouraged for safety reasons. No material or paper may be draped or affixed overhead or from ceiling pipes.

8. Section and fire doors are to remain closed at all times. Residents of the section will be held responsible when the doors are blocked or propped open. A door will be considered propped if there is any physical obstruction (such as tape, stones, cardboard, trash cans, etc.) which prevent it from closing or locking.

9. Any additional lighting (i.e. Christmas lights) must be UL approved with proper installation and approved by Plant Operations, Campus Safety and/or Residential Services. No lights may be strung from any pipes or fire/safety equipment.

10. Any violation of the above fire prevention regulations may be subject to disciplinary action and/or fines.

C. Fire Drills and Safety Inspections:

1. All persons must evacuate the building when a fire alarm is sounded.

2. The Office of Campus Safety shall be responsible for establishing procedures for supervised fire drills in residence halls in compliance with local and state fire safety regulations.

3. Alarm systems shall not be tampered with or tested by unauthorized persons.

4. Fire drill procedures include the requirement for all resident Tenants to become familiar with fire evacuation plans for each building, to include recognition of fire alarms, procedures for notifying authorities of fire, and evacuation from the building. Evacuation procedures are posted on the back of each resident's room door and found in the Crime Prevention brochure. If these rules are not on the back of the door, it is the Tenants' responsibility to obtain a new copy from Campus Safety.

5. Each resident and any guests will leave the residence hall according to instructions for the area where they are when the alarm is sounded.

6. Lack of cooperation during fire drills and active alarms will be considered a serious breach of this Agreement.

7. Authorized representatives of the College shall have the right to enter any room at any time for maintenance, repairs, and inspection for health, security, and safety hazards.
After inspection, failure to amend hazards or violations may result in termination of the Tenant's lease.

26. **Nonwaiver.** Any failure of Tenant or Landlord to enforce any remedy allowed for the violation of any provision of this Lease shall not imply the waiver of any such provision, even if such violation is continued or repeated, and no express waiver shall affect any provision other than the one(s) specified in such waiver and only for the time and in the manner specifically stated.

27. **Entire Agreement; Interpretation.** This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings. Landlord and Landlord's agents have made no representations, agreements, conditions, warranties, understandings or promises, either oral or written, other than as set forth herein, with respect to this Lease, the Premises or otherwise. This Lease shall not be modified in any manner or terminated except by an instrument in writing executed by the parties.

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH ALL OF THE AGREEMENTS IN THIS LEASE AND POLICIES STATED IN THE MUHLENBERG CONFERENCE GUEST GUIDE AND STUDENT HANDBOOK. ([www.muhlenberg.edu/main/aboutus/deanst/services/student_guide.html](http://www.muhlenberg.edu/main/aboutus/deanst/services/student_guide.html)).

MUHLENBERG COLLEGE
(Landlord)

Print Name (Tenant)

By: ________________________________

Name: _____________________________

Title: ______________________________

Date: ______________________________

Signature (Tenant)

Date: ______________________________