

04-1090-CD  
KENNETH C LEZZER t/d/b/a KCL ENTERPRISES VS ROBIN A ROYER

**Kenneth Lezzer et al vs Robin Royer**  
**2004-1090-CD**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER,  
t/d/b/a KCL ENTERPRISES,  
Plaintiff,

v.

ROBIN A. ROYER,  
Defendant.

\* No. 04 - 1090 - CD

\* Type of Pleading:

\* **PRAECIPE FOR JUDGMENT**

\* Filed on behalf of:  
\* Plaintiff

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* 207 East Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

FILED 3cc  
07/31/01 Atty Naddeo  
JUN 22 2005

William A. Shaw Atty pd 20.00  
Prothonotary/Clerk of Courts Notice to Def.

Statement to Atty  
(64)

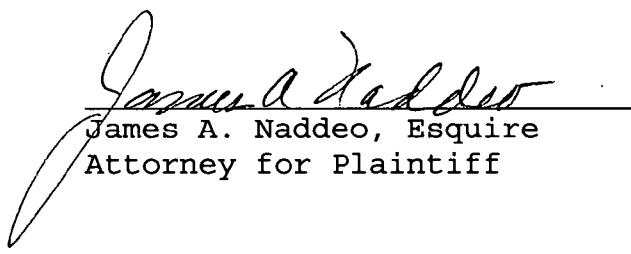
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
v. \* No. 04 - 1090 - CD  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

PRAECIPE FOR ENTRY OF JUDGMENT ON AWARD  
PURSUANT TO Pa.R.C.P. 1307(c)

TO THE PROTHONOTARY:

Please enter judgment for Plaintiff and against Defendant upon award of Arbitration dated May 10, 2005, in the amount of \$2,440.00 with interest thereon from the date of the award.

  
James A. Naddeo, Esquire

Attorney for Plaintiff

Dated: June 21, 2005

CLEARFIELD, PENNSYLVANIA 16830  
P.O. BOX 552  
207 EAST MARKET STREET  
ATTORNEY AT LAW  
JAMES A. NADDEO

— Lap over margin —

FILED

JUN 22 2005

William A. Shaw  
Prothonotary/Clerk of Courts

 COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Kenneth C. Lezzer KCL Enterprises

Vs.

No. 2004-01090-CD

Robin A. Royer

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$2,440.00 on June 22, 2005.

William A. Shaw  
Prothonotary

---

William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

 COPY

Kenneth C. Lezzer  
KCL Enterprises  
Plaintiff(s)

No.: 2004-01090-CD

Real Debt: \$2,440.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robin A. Royer  
Defendant(s)

Entry: \$20.00

Instrument: Arbitration Judgment

Date of Entry: June 22, 2005

Expires: June 22, 2010

Certified from the record this 22nd day of June, 2005.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

---

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER,  
t/d/b/a KCL ENTERPRISES,  
Plaintiff,

v.

ROBIN A. ROYER,  
Defendant.

\* NO. 04-1090 - CD

\* Type of Pleading:

\* **COMPLAINT**

\* Filed on behalf of:  
\* Plaintiff

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* 207 East Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

FILED 10/31/2004 Atty pd 85.00  
ccsff  
SAC JUL 19 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
\*  
v. \* No. 04 - - CD  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641, ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER,  
t/d/b/a KCL ENTERPRISES,  
Plaintiff,

v.

\*  
\*  
\*  
\*  
\* No. 04 - - CD

ROBIN A. ROYER,  
Defendant.

COMPLAINT

COUNT I - EJECTMENT

1. That the Plaintiff is Kenneth C. Lezzer, an individual, t/d/b/a KCL Enterprises, whose address is Schofield Street, Curwensville, Pennsylvania 16833.

2. That the Defendant is Robin A. Royer, an individual, who resides at 32 Overlook Drive, DuBois, Pennsylvania 15801.

3. That the Plaintiff is the owner of premises located at 32 Overlook Drive, City of DuBois, Clearfield County, Pennsylvania, by virtue of a deed from Ronald C. Torrell and Richard J. Bernardo, partners, dated June 9, 1994 and recorded in Clearfield County Deed and Record Book 1610, page 325.

4. That Plaintiff and Defendant entered into a Residential Lease Agreement dated February 24, 2004, a copy of which is attached hereto as Exhibit "A".

5. That Paragraph 5D of the Residential Lease provides that rent of \$825.00 per month is due on or before the first day of each month.

6. That the Defendant has failed to pay rent for the months of June and July, 2004 in accordance with the terms of the Lease.

7. That Paragraph 22A(1) of the Residential Lease provides that a tenant breaks the Lease when Rent is not paid.

8. That in accordance with Paragraph 22(B) of the Residential Lease, Plaintiff served notice upon the Defendant of his intention to institute eviction proceedings. A copy of the Notice and constable's affidavit of service are attached hereto respectively as Exhibits "B" and "C".

9. That Defendant has failed and refused to timely cure the defaults of which she was notified by Plaintiff.

10. That Defendant has failed and refused to vacate and surrender possession of the premises to Plaintiff.

WHEREFORE, Plaintiff request that the Court enter judgment in favor of Plaintiff and against Defendant for possession of the premises located at 32 Overlook Drive, DuBois, Pennsylvania.

COUNT II - LOSS OF RENTAL INCOME

11. That the Plaintiff incorporates Paragraphs 1 through 10 of the Complaint by reference and makes them a part hereof.

12. That the lease provided for a term of six (6) months, at a monthly rental of Eight Hundred Twenty-five (\$825.00) Dollars, payable in advance on the first day of each month.

13. That Defendant entered into possession of the leased premises on February 24, 2004, in accordance with the terms of the lease.

14. That Defendant has ceased to pay rent due under the lease since June of 2004.

15. That Paragraph 5D of the Residential Lease provides for a late charge of \$10.00 per day if the rent is more than five (5) days late.

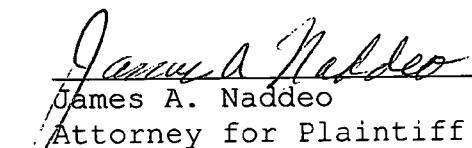
16. That as of the date of this Complaint, there is due and owing to Plaintiff the sum of One thousand six hundred fifty (\$1,650.00) Dollars for the months of June and July and the sum of Four Hundred Ninety (\$490.00) Dollars in late charges.

17. That Plaintiff has made a demand upon defendant for payment of the back rent and late charges as evidenced by the Notice attached hereto as Exhibit "B", but Defendant has

failed and refused and still refuses to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

1. in the amount of \$1,650.00 for back rent, with interest from June, 2004;
2. in the amount of \$490.00 for late charges to date of this complaint and therefore in the amount of \$10.00 per day until paid; and
3. costs.

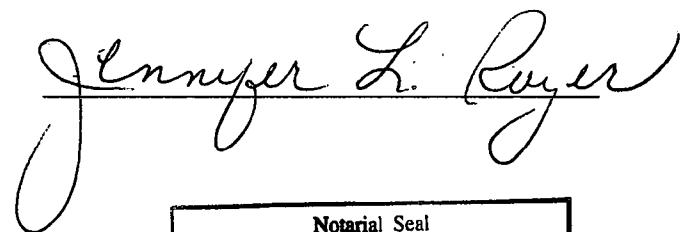
  
James A. Naddeo  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA )  
ss.  
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared KENNETH C. LEZZER t/d/b/a KCL ENTERPRISES who, being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

  
Kenneth C. Lezzer

SWORN and SUBSCRIBED before me this 1st day of July, 2004.



Notarial Seal  
Jennifer L. Royer, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires May 17, 2007

KCL ENTERPRISES  
PO Box 21  
Curwensville, PA 16833

## RESIDENTIAL LEASE

1. This LEASE, dated this 24 day of February, <sup>2004</sup> ~~2003~~ is  
between Patricia A. Rogers called  
"Tenant," and KCL ENTERPRISES  
called "Landlord."

## 2. PROPERTY

Landlord agrees to rent to Tenant the following Property:  
32 Beechwood Drive Allentown PA

3 STARTING AND ENDING DATES OF LEASE (ALSO CALLED "Term")

- A. Starting Date: This Lease starts on 2-24-04,  
at 12 Noon.

B. Starting Date: This Lease ends on 8-31-04,  
at 12 Noon.

4. RENEWAL TERM

This Lease will automatically renew for a term of  
*N/A* at the Ending Date unless:

- A. Tenant gives Landlord \_\_\_\_\_ days' written notice before Ending Date or before the end of any Renewal Term, OR
  - B. Landlord gives Tenant \_\_\_\_\_ days' written notice before Ending Date or before the end of any Renewal Term.
  - C. **For Month-to-Month Leases Only:** Either Landlord or Tenant may end a month to month Lease by giving 30 days' written notice on or before the day the next rent is due.

## 5. RENT

- A. The total amount of rent due over the term of this Lease is \$ 5087.50  
B. The total rent due each month is \$ 825.00  
C. Rent is due on or before the 1 day of the month.  
D. Tenant pays a late charge of \$ 10.00 a day. if rent is more than 5 days late.  
E. Tenant makes payment to: KCL ENTERPRISES  
Address P. O. BOX 21, CHILOENSVILLE, PA 16833

6 BEFORE MOVING IN TENANT PAYS

- |  |                  |
|--|------------------|
| A. Part of the month's rent if<br>Tenant takes possession before<br>First regular due date 27.50 @day. | \$ <u>137.50</u> |
| B. First month's rent  | \$ <u>825.00</u> |
| C. Other: <u>Realtor's Commission</u>  | \$ <u>825.00</u> |

### Tenant Initials



### Landlord Initials

Page 1 of 9

D. Security Deposit, on deposit

at:

(name of bank)

\$ 825.00

PC 2/28/01  
CIC # 15232

Total rent and security deposit

received to date

\$ \_\_\_\_\_

Total amount due before

Tenants move in

\$ 2612.50

7. USE OF PROPERTY

A. Tenant will use Property as a residence

B. Not more than 4 people will live on property.

8. UTILITIES AND SERVICES

A. Landlord will pay for

<input type="checkbox"/> Cold water	<input type="checkbox"/> Hot water	<input type="checkbox"/> Trash removal
<input type="checkbox"/> Gas	<input type="checkbox"/> Heat	<input checked="" type="checkbox"/> Lawn and shrubbery care
<input type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Snow Removal	<input type="checkbox"/> Water costs over yearly charge
<input type="checkbox"/> Heater maintenance contract	<input type="checkbox"/> Sewage costs and maintenance	<input type="checkbox"/> Other _____

B. Tenant will pay for

<input checked="" type="checkbox"/> Cold water	<input checked="" type="checkbox"/> Hot water	<input checked="" type="checkbox"/> Trash removal
<input checked="" type="checkbox"/> Gas	<input checked="" type="checkbox"/> Heat	<input type="checkbox"/> Lawn and shrubbery care
<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/> Snow Removal	<input checked="" type="checkbox"/> Water costs over yearly charge
<input type="checkbox"/> Heater maintenance contract	<input checked="" type="checkbox"/> Sewage costs and maintenance	<input type="checkbox"/> Other _____

9. SPECIAL CLAUSES

Any special clauses must comply with the Pennsylvania Plain Language Consumer Contract Act. The Attorney General has not pre-approved any special conditions/additional terms added by Landlord or Tenant after plain language pre-approval of this contract.

10. CONDITION OF PROPERTY

Tenant understands that Landlord will make no repairs, additions, or changes to the property except as follows:

11. RULES AND REGULATIONS

A. Rules for use of the Property are attached.

Yes  No

B. Tenant promises to obey the Rules.

C. Landlord cannot change the Rules unless the change benefits the Tenant or improves the health, safety, or welfare of others.

12. TENANT'S CARE OF PROPERTY

Tenant, Tenant's family and guests agree to obey all laws and Rules that apply to Tenant.

A. Tenant will:

(1) Keep the Property clean and safe.

Tenant Initials 

Landlord Initials \_\_\_\_\_

- (2) Get rid of all trash, garbage and any other waste materials as required by Landlord and the law.
  - (3) Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property, including any elevators.
  - (4) Tell Landlord immediately of any repairs needed. Landlord does not have to repair any damage caused by Tenant's willful, careless, or unreasonable behavior.

B. Tenant will not:

- (1) Keep any flammable materials on the Property.
  - (2) Willfully destroy or deface any part of the Property.
  - (3) Disturb the peace and quiet of other tenants.
  - (4) Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant understands that any changes or improvements will belong to the Landlord.

C. Repairs by Tenant: Tenant will pay to repair any item in or on the Property that costs less than \$       . Tenant also will pay to repair any damage to the Property or to any item in or on the Property that Tenant or Tenant's guests cause through a lack of care.

13. LANDLORD WILL MAINTAIN PROPERTY

- A. Landlord will keep the Property and common areas in reasonable condition and as required by law.
  - B. Landlord will keep all the structural parts of the Property in good working order, including:

Ceilings	Roof	Floors	Walls
Steps	Porches	Windows	Doors
  - C. Landlord will keep all systems, services, facilities, or appliances supplied by Landlord in safe and good working order, including:

Air Conditioning	Sanitary	Electrical	Ventilation
Security	Heating	Water Heating	Plumbing
Drainage			
  - D. Landlord will keep Property reasonably free of pests, rodents and insects. This does not apply if Property is a single-family dwelling.
  - E. Landlord will supply utilities and services as listed in paragraph 8 (Utilities and Services) of this Lease, unless the service is interrupted by circumstances beyond the Landlord's control.
  - F. Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant
    - (1) complains to a government agency or to Landlord about a building or housing code violation.
    - (2) Organizes or joins a Tenant's organization.
    - (3) Uses Tenant's legal rights in a lawful manner.

Tenant Initials

Landlord Initials

Page 3 of 9

14. LANDLORD'S RIGHT TO ENTER

- A. Tenant agrees to let Landlord or Landlord's representatives enter the Property at reasonable hours to inspect, repair, or show the Property to prospective buyers.
- B. Landlord will give Tenant 24 hours' notice of date, time, and reason for the visit. In cases of emergency, Landlord may enter Property without notice. If Tenant is not there, Landlord will tell Tenant who was there and why within 24 hours of the visit.

15. SECURITY DEPOSIT

- A. Landlord cannot make Tenant pay a security deposit of more than two-month's rent the first year, and one-month's rent after the first year. After five years, the security deposit cannot be raised, even if the rent is raised.
- B. If the security deposit is more than \$100, Landlord must keep it in a special bank account (escrow account) and give Tenant the name and address of the bank.
- C. After the second year (if Tenant continues to live on Property), Landlord must keep the security deposit in an escrow account that earns interest. Landlord may keep 1 percent of the security deposit each year as an administrative fee. Landlord must pay Tenant the balance of the interest once a year.
- D. Landlord can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are Tenant's responsibility.
- E. When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's mailing address where Landlord can return the security deposit.
- F. Landlord will prepare a list of charges for damages and unpaid rents. Landlord may deduct these charges from the security deposit. Landlord must return security deposit and interest (minus any charges to Tenant) within 30 days.

16. POSSESSION

- A. Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can
  - (1) change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available; OR
  - (2) end the Lease and have all money already paid as rent or security deposit returned.

17. RENT INCREASES

- A. If the Lease is for a term of more than one year, Tenant agrees to pay Tenant's share of any increase in real

estate taxes and water and sewer charges.

- B. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.

18. NO PETS

Tenant will not keep any pets on any part of the Property without Landlord's written permission

19. SMOKE DETECTORS

- A. Tenant will maintain and test (monthly) any smoke detectors on the Property.
- B. Tenant will notify Landlord or Broker for Landlord of any broken smoke detector(s).
- C. Tenant will pay for any damage to Property if Tenant fails to maintain smoke detectors.

20. FIRE OR OTHER DAMAGE

- A. If the Property is accidentally damaged (fire, flood, etc.):
- (1) Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then this Lease is ended; OR
- (2) If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.
- B. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
- C. If Tenant, Tenant's family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

21. AFTER NOTICE TO END LEASE

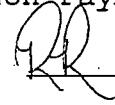
- A. After Tenant or Landlord has given written notice to end this Lease, Landlord may show Property to possible tenants. Landlord will not show Property unless Tenant is there or has a reasonable chance to be there. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or unless they have written permission from the Landlord.
- B. Landlord may put up For Sale or For Rent signs on or near Property.
- C. Tenant agrees to move out peacefully when Lease is ended.

22. IF TENANT BREAKS LEASE:

A. Tenant breaks this Lease if:

- (1) Tenant does not pay rent or other charges.
- (2) Tenant leaves Property permanently before the end of this Lease.
- (3) Tenant does not move out when supposed to.
- (4) Tenant fails to do anything Tenant agreed to in this Lease.

B. Non-Payment of Rent: If Tenant breaks Lease by not paying

Tenant Initials 

Landlord Initials \_\_\_\_\_

rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of FIVE DAYS is sufficient. This means that if Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant.

**TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO A LONGER NOTICE TO MOVE OUT.**

C. Other Lease Violations: If Tenant breaks any other term of this Lease, Landlord must give Tenant written notice describing the violation and giving Tenant FIVE DAYS to correct the problem. If Tenant does not correct the problem, Landlord can then give Tenant FIVE DAYS' written notice to move from the Property. If Tenant does not move out, Landlord can file a lawsuit to evict Tenant on the sixth day.

**TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.**

D. If Tenant breaks Lease for any reason, Landlord may:

- (1) Get back possession of the Property by going to court to evict Tenant. If Landlord hires a lawyer to start eviction, Tenant agrees to pay the lawyer's fees and Landlord's reasonable costs.
- (2) File a lawsuit against Tenant for rents and charges not paid and for rents and charges for the rest of the Lease term. If Landlord wins (gets a money judgment against Tenant), Landlord can use the court process to take Tenant's personal goods, furniture, motor vehicles, and money in banks.
- (3) Keep Tenant's Security Deposit.

23. **SALE OF PROPERTY**

A. If Property is sold, on the date of settlement, Landlord will give Tenant in writing:

- (1) The name, address, and phone number of the new landlord.
- (2) Where rent is to be paid.
- (3) Notice that the security deposit has been given to the new landlord, who will be responsible for it.

B. Tenant agrees that Landlord may transfer Tenant's money and advanced rent to the new landlord.

C. Tenant understands that Landlord will have no duties regarding this Lease after the Property has been sold.

D. Landlord agrees to require any new landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.

24. **IF GOVERNMENT TAKES PROPERTY**

A. The government or other public authority can take private property for public use. The taking is called

Tenant Initials



Landlord Initials

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condemnation.

- B. If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advanced rent.
- C. No money paid to Landlord for the condemnation of the Property will belong to Tenant.

**25. SUBLEASING AND TRANSFER**

- A. Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
- B. Tenant may not transfer this Lease or sublease (rent to another person) this Property without Landlord's written permission. Landlord will be reasonable about giving written permission.

**26. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER.** Landlord may have a mortgage on the Property. If so, Landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease.)

**TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.**

**27. MEDIATION**

- A. *Mediation* is a way of resolving problems. A *mediator* helps the disputing parties reach an agreeable solution without having to involve the courts.
- B. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program. Landlord and Tenant can agree to mediation as part of this Lease (by signing a mediation form to attach to this Lease), or they can sign an agreement to mediate after a dispute arises.

**28. INSURANCE AND RELEASE**

- A. Tenant understands that
  - (1) LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY, OR GUESTS.
  - (2) TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.
- B. Landlord is not legally responsible for any injury or damage that occurs on the Property and Tenant agrees to pay any loss or claim, including attorney's fees, that results from the damage or injury.
- C. Landlord is responsible for any injury or damage that results from Landlord's carelessness.

Tenant Initials



Landlord Initials



D. Tenant is responsible for any loss to Landlord that Tenant, Tenant's family or guests cause.

29. **CAPTIONS**

The headings in this Lease are meant only to make it easier to find the paragraphs.

30. **NOTICES.** All notices required to be given by Landlord to Tenant in accordance with the terms and provisions of this Lease, shall be given in writing and sent by regular first class mail to Tenant's address as follows:

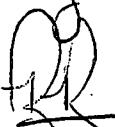
In the event of an emergency Landlord is authorized to contact Doris Rott whose address and telephone number are as follows:  
351-1911

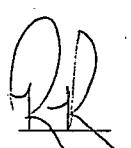
31. **CONSUMER NOTICE**

Tenant and Landlord have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.

32. **ENTIRE AGREEMENT**

This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease.

33. Tenant agrees to have carpet professionally cleaned by Stanley Steamer or Miller Cleaning upon vacating. 

Tenant Initials 

Landlord Initials 

NOTICE BEFORE SIGNING: IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO CONSULT AN ATTORNEY.

WITNESS *Debra J. Scott* TENANT *Debra J. Scott* DATE 2-24-04  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_  
WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_  
WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_  
WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_  
WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_

**Brokers'/Licensees' Certifications**

Brokers and Licensees involved in the transaction certify, by signing here that:

The information given is true to the best of their knowledge.

BROKER FOR TENANT (Company name) *Coldwell Banker Developers*

ACCEPTED BY *Debra J. Scott*

DATE 2-24-04

BROKER FOR LANDLORD (Company name) *Coldwell Banker Developers*

ACCEPTED BY \_\_\_\_\_

DATE \_\_\_\_\_

**LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

As part of payment received by Owners (Landlord)

(name of current Landlord)

now transfers to \_\_\_\_\_

(name of new Landlord)

his heirs and estate, this Lease and the right to receive the rents and other benefits.

WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

JAMES A. NADDEO  
ATTORNEY AT LAW  
207 EAST MARKET STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE  
LINDA C. LEWIS

(814) 765-1601  
FAX: (814) 765-8142  
naddeolaw@iqnetsys.net

July 2, 2004

**NOTICE TO QUIT**

TO: Ms. Robin A. Royer  
32 Overlook Drive  
DuBois, PA 15801

Dear Ms. Royer:

You are hereby notified that you are in default on rental payments due to KCL Enterprises pursuant to a Residential Lease dated February 24, 2004, for premises known as 32 Overlook Drive, DuBois, PA 15801. Under the terms of the Residential Lease, rent in the amount of \$825.00 per month is due on or before the first day of the month. You have failed to pay rent for June and July 2004. The total amount of rent now due and owing to KCL Enterprises is \$1,650.00.

Paragraph 5D of the Residential Lease also provides for a late charge of \$10.00 per day if rent is more than 5 days late. As of the date of this Notice, rent for June is 27 days late resulting in a penalty charge of \$270.00.

Paragraph 22A(1) of the Residential Lease provides that a tenant breaks the Lease when rent is not paid. Paragraph 22B requires that the Landlord give you 5 days notice prior to instituting eviction proceedings.

This Notice will be served upon you by a constable. You must vacate the premises on or before the 6th day from the date upon which you are served. Failure to vacate the premises will result in suit to evict you from the property.

Sincerely,

KCL ENTERPRISES:

By \_\_\_\_\_  
James A. Naddeo, Esquire  
Attorney for KCL Enterprises

cc: KCL Enterprises

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

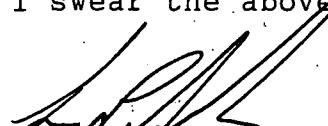
Before me, the undersigned notary public, this day, personally, appeared

Louis P. Radzyminski to me known, who being duly sworn according to law, deposes the following:

Statement

On Saturday, July 3, 2004 at 2:00 P.M. I personally served Robin Royer, via hand-to-hand method, a sealed envelope from Attorney James Naddeo's office. This process of service took place at 32 Overlook Drive, DuBois PA 15801.

I swear the above to be true and Correct.

  
\_\_\_\_\_  
Louis P. Radzyminski

Subscribed and sworn before me this 6 day of July, 2004

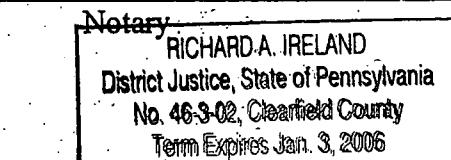


EXHIBIT "C"

CLARFIELD, PENNSYLVANIA 16830

PO. BOX 552

ATTORNEY AT LAW

\_\_\_\_\_  
Lap over margin  
\_\_\_\_\_  
**JAMES A. NADDEO**

**FILED**

JUL 19 2004

William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

LEZZER, KENNETH C. t/d/b/a KCL ENTERPRISES

VS.

ROYER, ROBIN A.

**COMPLAINT IN EJECTMENT**

Sheriff Docket # 15986

04-1090-CD

**SHERIFF RETURNS**

---

NOW JULY 22, 2004 AT 12:40 PM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON ROBIN A. ROYER, DEFENDANT AT RESDIENCE, 32 OVERLOOK DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBIN ROYER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/COUDRIET

---

**Return Costs**

Cost	Description
32.62	SHERIFF HAWKINS PAID BY: ATTY CK# 16376
10.00	SURCHARGE PAID BY: ATTY CK# 16377

---

**Sworn to Before Me This**

18<sup>th</sup> Day Of August 2004  
C.A. Hawkins

- WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

*Chester A. Hawkins  
by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

**FILED**  
*078-5081*  
**AUG 06 2004**  
*WAS*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER,  
t/d/b/a KCL ENTERPRISES,  
Plaintiff,

v.

ROBIN A. ROYER,  
Defendant.

\* No. 04 - 1090 - CD

\* Type of Pleading:

\* **CERTIFICATE OF SERVICE**

\* Filed on behalf of:  
\* Plaintiff

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* 207 East Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

egx  
FILED *10/13/04* *10/12/04*  
*m/3/3/04* *Atty Naddeo*  
AUG 12 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
\* v. \* No. 04 - 1090 - CD  
\*  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Default filed in the above-captioned action was served on the following person and in the following manner on the 12th day of August, 2004:

First-Class Mail, Postage Prepaid

Ms. Robin A. Royer  
32 Overlook Drive  
DuBois, PA 15801

*James A. Naddeo*  
James A. Naddeo, Esquire  
Attorney for Plaintiff

CLEARFIELD, PENNSYLVANIA 16830  
P.O. BOX 552  
ATTORNEY AT LAW  
**JAMES A. NADDEO**

—Lap over margin—

**FILED**

**AUG 12 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA**

**KENNETH C. LEZZER,  
t/d/b/a KCL ENTERPRISES** : **Civil Action Law**  
: **Plaintiff** : **ANSWER, NEW MATTER  
AND COUNTERCLAIM**  
: **vs.** : **No. 04-1090-CD**  
: **ROBIN A. ROYER,** :  
: **Defendant** : **Filed on behalf of:  
Plaintiff**  
: **Counsel of Record for  
this party:**  
: **Self-representation  
at this time.**  
: **Robin A. Royer  
32 Overlook Drive  
DuBois, PA. 15801  
(814) 375-9888**

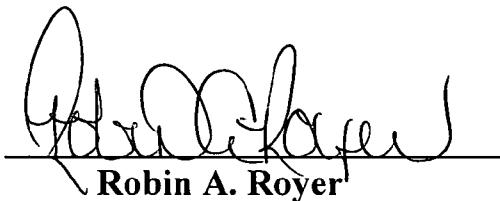
FILED 3cc  
01/14/2004 Def.  
AUG 17 2004  
EJK  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

**KENNETH C. LEZZER,** : **Civil Action Law**  
**t/d/b/a KCL ENTERPRISES** :  
:  
**Plaintiff** : **ANSWER, NEW MATTER**  
: **AND COUNTERCLAIM**  
:  
**vs.** : **No. 04-1090-CD**  
:  
:  
**ROBIN A. ROYER,** :  
:  
**Defendant** :

**TO: Kenneth C. Lezzer, t/d/b/a KCL Enterprises, the within named Plaintiff:**

**You are hereby notified to plead the within New Matter and Counterclaim  
within twenty (20) days of service thereof or default judgment may be taken against  
you.**



\_\_\_\_\_  
Robin A. Royer

## **ANSWER, NEW MATTER AND COUNTERCLAIM**

**The Defendant, Robin A. Royer, files the following Answer, New Matter and Counterclaim to the Plaintiff's Complaint:**

### **ANSWER TO COUNT I - EJECTMENT**

I. **Admitted.**

I. **Admitted.**

I. **Admitted.**

I. **Admitted.**

I. **Admitted.**

I. **The averment of paragraph (6) is admitted to the extent that the Defendant executed the Lease including that the rent was due on or before June 1<sup>st</sup>, July 1<sup>st</sup> and August 1<sup>st</sup> of 2004 in accordance with the terms of the Lease. The Defendant denies that payment was not made as Plaintiff was made aware that the apartment had problems that were not being addressed and, therefore, notified Plaintiff on May 3, 2004, via Certified Mail (Exhibit "A" (letter) Exhibit "B" (Certified Letter Receipt) that the rental monies would be put into an Escrow Account (Exhibit "C") and that once these problems were acknowledged and repaired, the funds would be available for immediate withdrawal. (Exhibit "C") will indicate that the funds are in the bank and available. The Plaintiff signed the Certified Mail Receipt (Exhibit "B") on May 5, 2004.**

I. **The averment of paragraph (7) is admitted to the extent that the Defendant was aware that the Lease would be broken when Rent was not paid as indicated in the Lease. Exhibits "A , "B" and "C" indicate intention to pay with stipulations of repairs.**

I. **Admitted.**

I. **The averment of paragraph (9) is admitted to the extent that Plaintiff's intentions to vacate premises would be in six (6) months as of signing Lease which would be on or before August 31, 2004.**

I. **The averment of paragraph (10) is admitted to the extent that Plaintiff signed the existing Lease for a six (6) month period of time and does not have intentions to vacate and surrender possession of the premises to Plaintiff until on or before August 31, 2004.**

**WHEREFORE, Defendant demands that the complaint be dismissed with costs on the Plaintiff.**

#### **ANSWER TO COUNT II – LOSS OF RENTAL INCOME**

I. **Admitted.**

I. **Admitted.**

I. **Admitted.**

I. **The averment of paragraph (14) is denied as payments have been placed in a separate bank account (Exhibit "C") as stated in Certified Letter (Exhibit "A").**

I. **The averment of paragraph (15) is denied as payments were made into separate bank account (Exhibit "C") and bank records indicate that the payments were made into the account at the appropriate time as Lease required.**

1. **The averment of paragraph (16) is admitted in part and denied in part. Paragraph (16) is admitted that three (3) months rent are due at this time rather than two (2) months as set forth in paragraph (16) of the aforementioned Complaint. Paragraph (16) is denied as payments were made into this separate bank account in the time allotted in the Lease aforementioned Complaint dated February 24, 2004.**
17. **The averment of paragraph (17) is admitted in part and denied in part. Averment of paragraph (17) is admitted in that Defendant has not paid Plaintiff rents due. Averment of paragraph (17) is denied as Defendant has acknowledged responsibility of rents due and owing by making the payments into a separate bank account as shown in Exhibit "C".**

**WHEREFORE, Defendant demands that the complaint be dismissed with costs on the Plaintiff.**

#### **NEW MATTER**

**Defendant makes the following New Matter to Plaintiff's complaint:**

1. **On or about February 24, 2004, the parties entered into a Residential Lease Agreement for premises situate at 32 Overlook Drive, DuBois, Pennsylvania 15801 on the terms and conditions set forth therein and admitted in paragraph 4 of original Complaint by Plaintiff, Kenneth C. Lezzer, t/d/b/a KCL ENTERPRISES.**

19. At all times relevant hereto, the Plaintiff was represented in the transaction by Rob DeSalve of Coldwell Banker, as Plaintiff's Real Estate Agent.
20. At some time following February 24, 2004, Defendant made numerous complaints regarding the premises at 32 Overlook Drive, DuBois, Pennsylvania. Since the complaints were not acknowledged or corrected, Plaintiff sent a Certified Letter (Exhibit "A") to the Plaintiff dated May 3, 2004 and receipt of such correspondence as evidenced by Exhibit "B" with Plaintiff's signature on May 5, 2004.

I. Plaintiff did not respond to Certified Correspondence until June 19, 2004 (Exhibit "D").

I. Plaintiff's letter (Exhibit "D"), #1. states that the basement is not intended to be used as living space. The 2-bedroom apartment allows up to 4 people to occupy the apartment.

Please see page 13 of Hoffer Realty Associates Ads who represented the Plaintiff prior to Defendant's Lease Agreement (Exhibit "E") which indicates that the apartment has a "*finished basement*". A finished basement would mean that it could be occupied and advertisement does not state otherwise to indicate that it was not liveable or meant to be occupied.

I. Plaintiff's letter (Exhibit "D"), #2. states that the basement is heated. It is admitted that there are two heat runs to the basement but neither blow heat to keep the basement warm. Therefore, there is a basement smell which goes throughout the apartment and not only makes the basement unable to be occupied but it also makes it impossible to store items without being ruined.

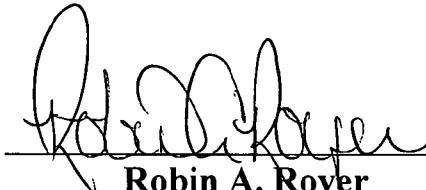
I. Plaintiff's letter (Exhibit "D"), #3. states that three dehumidifiers were provided but they do not do anything for the odors as they are cleaned twice a day as stated in Defendant's letter (Exhibit "A"). The odor still comes upstairs and, therefore, has infiltrated clothes, furniture, etc., and has induced severe migraines and practically ruined all contents of the apartment making it impossible to move to new home as indicated in Defendant's letter (Exhibit "A"). The three dehumidifiers "have" accomplished one thing: they have increased my electrical bill significantly.

**WHEREFORE, Defendant demands that the complaint be dismissed with costs on the Plaintiff.**

#### **COUNTERCLAIM**

- I. The averments of paragraphs one (1) through (60) are incorporated herein by reference thereto.
- I. The within cause of action is vexatious and obdurate and without merit as set forth above, and is brought for the sole purpose of harassing the Defendant.
- I. As a result of the conduct in bringing this frivolous suit, Defendant will be put to considerable expense for counsel fees (if suit is not dismissed and Defendant is forced into retaining counsel), expert fees (a specialized firm has been retained to test the mold and mildew which has already cost \$412.00, Exhibit "F", and results are still pending) and other expenses in order to defend herself.

**WHEREFORE, Defendant demands judgment against Plaintiff for  
counsel fees expended in future relating to the suit as well as all costs  
of litigation including but not limited to any necessary expert's fees and  
other incidental costs of litigation, expert cleaning of furniture, clothes,  
etc, expert cleaning of carpet to be responsibility of Plaintiff as part of  
the cleaning of belongings and due to his negligence for not responding  
to Exhibit "A" letter from Defendant, return of Security Deposit of  
\$825., and \$825. to Coldwell Banker for commission for renting the  
apartment, replacement of any items that are ruined and unable to be  
cleaned, as well as any interest that would accrue on the \$1650.00  
aforementioned and an additional settlement for the additional  
electrical costs incurred while using the three dehumidifiers.**



\_\_\_\_\_  
**Robin A. Royer**

(1)

May 03, 2004

To whom it may concern:

I am writing this letter to notify you that after this months rent, all future rent payments will be entered into an escrow account until all problems with apartment #32 are solved.

I have made numerous complaints starting the first week of March 2004, about the mold problem in this apartment. I was told it was not mold, that it is mildew. I beg to differ. I was told by Kelli DeSalvo from Caldwell Barker, that a cleaning company would be sent in to clean this up. Miller's Cleaning Company came in and looked and said they would discuss it with the owner and I have never seen or heard from them again.

There is no heat in the bottom half of the apartment and I rented it with the intent of using that space. I now have my daughter sleeping together and one sleeping with me. I was not notified there was no heat down there, and the smell from the dampness and mold, has ruined my daughter's clothes and two new sets of mattresses and box springs.

(2)

It could not be used for storage either. This whole apartment smells so bad, you can smell it as soon as you open the front door. All of my new furniture has to smell, as it has our clothes smelling as if they sat wet in the washer for a week. We have had people comment on the smell of our clothing. This is beyond embarrassing.

I am currently building a new house and refuse to put my new furniture in my brand new house smelling as it does. I left for a cruise and washed my clothes the night before I left, when I opened my suitcase on the trip, my clothes stunk so bad, I had to rewash them.

A man from Legger has come into the apartment twice. All he has done, is brought a moisture meter and told me to keep running the three dehumidifiers that were brought over. I dump them twice a day. Not to mention running up the electric bill. I reported a leak in the ceiling in the basement, the tiles are still open, as it was glanced at, but still nothing done.

The mold is continually getting worse and my daughter and my allergies are in an upward. We have itched since we moved in. My daughter Brittny has been put on allergy medicine since we have moved in and her migraines are worse. Our living conditions have been reported to our doctor in Dubois and Pittsburgh Children's Hospital.

I was told I could not move out without losing my security deposit of \$825.00 because of this problem. I moved out of a \$325,000 house to pay \$825.00 a month to smell, ruin my furniture and clothes, lose half the space here, and have allergies. Along with the security deposit, I paid \$825.00 commission to the realtor, which is usually split. I feel the security and commission should be returned (attened) in full for what I have to put up (please) with in our everyday living conditions.

As stated before, all monies will be deposited into an escrow account until all problems are solved. I will also be consulting w/ my ~~Thank you~~ attorney.

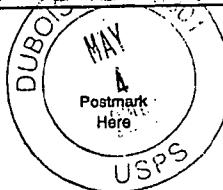
Rebekah

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 37
Certified Fee	230
Return Receipt Fee (Endorsement Required)	175
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 442



**Sent To** *KCL Enterprises*

**Street, Apt. No.,  
or PO Box No.** *PO Box 21*

**City, State, ZIP** *CURWENSVILLE PA 16833*

PS Form 3800, June 2002

See Reverse for Instructions

CHANGE *.00*

\*\*\* THANK YOU \*\*\*

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

*KCL Enterprises  
PO Box 21  
Curwenville, PA  
16833*

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature:**

**X**

Agent  
 Addressee

**B. Received by (Printed Name)** *68331-04* **Date of Delivery**

*K.C. L.R. 2002*

**D. Is delivery address different from item 1?  Yes  
if YES, enter delivery address below:** *2002*  No

**3. Service Type**

- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article  
(Type)**

PS Form

2ACPRI-03-P-4081

*Exhibit "B"*

IMII 08/16/04  
ROBIN A ROYER  
32 OVERLOOK DR  
DUBOIS PA

DDA STATEMENT HISTORY . 14.31.31 PAGE 1  
ACCOUNT 001-000-0000-7120061560  
DATE LAST STATEMENT 07/02/04  
15801-3622 DATE THIS STATEMENT 08/16/04

\*\*\*\*\*DDA TRANSACTIONS\*\*\*\*\*

CHECKS/OTHER DEBITS		DEPOSITS/OTHER CREDITS	
NBR	TOTAL AMOUNT	NBR	TOTAL AMOUNT
0	0.00	2	825.35

DATE	CK	NBR	AMOUNT	TP	TRANSACTION DESCRIPTION
07/02			825.00		DDA DEPOSIT
07/30			0.35	CR	IOD INTEREST PAID



**FIRST**  
Commonwealth

First Commonwealth Bank

Banking  
Insurance  
Trust  
Financial Management  
Investments

THIS IS YOUR RECEIPT

THE BANK SYMBOL, TRANSACTION NUMBER, DATE AND AMOUNT OF YOUR  
DEPOSIT ARE SHOWN BELOW OR ON REVERSE.

CHECKS AND OTHER ITEMS AS RECEIVED FOR DEPOSIT ARE SUBJECT TO  
THE TERMS AND CONDITIONS OF THIS BANK.

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

ACCOUNT NUMBER:

DATE:

RECEIPT FOR DEPOSIT TO CHECKING UNLESS MARKED BELOW

SAVINGS  LOANS  OTHER

AMOUNT: \_\_\_\_\_

7120061560# 004 031 400 60404#1110 \$825.00DP



**FIRST**  
Commonwealth

First Commonwealth Bank

Banking  
Insurance  
Trust  
Financial Management  
Investments

THIS IS YOUR RECEIPT

THE BANK SYMBOL, TRANSACTION NUMBER, DATE AND AMOUNT OF YOUR  
DEPOSIT ARE SHOWN BELOW OR ON REVERSE.

CHECKS AND OTHER ITEMS AS RECEIVED FOR DEPOSIT ARE SUBJECT TO  
THE TERMS AND CONDITIONS OF THIS BANK.

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

ACCOUNT NUMBER:

DATE:

RECEIPT FOR DEPOSIT TO CHECKING UNLESS MARKED BELOW

SAVINGS  LOANS  OTHER

AMOUNT: \_\_\_\_\_

7120061560# 007 042 439 80304#068 \$825.00DP

Exhibit "C"

# KCL

CORPORATION

P.O. Box 21, Curwensville PA 16833

June 19, 2004

Robin A. Royer  
32 Overlook Drive  
DuBois, PA 15801

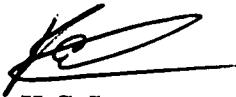
Ms. Royer:

I received your letter from May 3rd, 2004 about the problems you claim you are having at 32 Overlook Drive. Let me clarify a couple of things.

1. The basement is not intended to be used as living space. You rented a 2-bedroom apartment that allows up to 4 people to occupy the apartment.
2. The basement is heated and run's off the upstairs heating / cooling zone. The thermostat to control the heating / cooling for the basement is at the top of the steps.
3. I have provided you with three dehumidifiers to help control the moisture in your apartment. If the dehumidifiers are used properly you will not have a moisture issue in your apartment.

If I do not receive your June rent payment by June 28th, 2004 I will start the eviction process and we will file with the district magistrate to recover any lost rent that is due under the lease that you signed on February 24<sup>th</sup>, 2004. If you have any questions you can call me during the day at 814-236-0220.

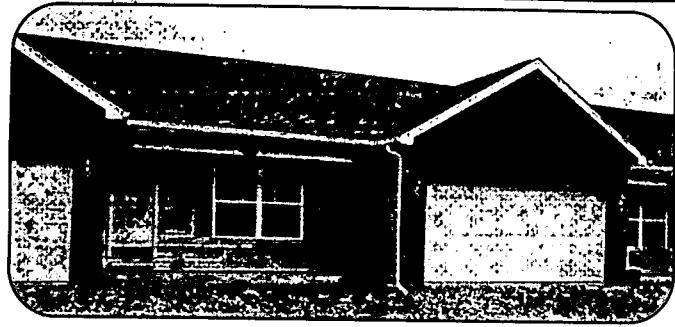
Sincerely,



K.C. Lezzer

Cc: Rob DeSalve, Coldwell Banker

Exhibit "D"



## RENTALS: DUBOIS AREA

Call office for details.

Conveniently located 2 bedroom, 2 bath condo, one-car garage, central air rents for \$685/mon. plus utilities.

Three bedroom, 3 bath condo with one-car garage, central air rents for \$785/mon. plus utilities

Two bedroom, 1 bath apartment with off-street parking, living room, dining room and kitchen, air conditioned and washer/dryer hookups.

Overlook Condos: Brand new 2 bedroom, 2 bathroom, 2 car garage condominium, central air, vaulted ceilings, finished basement. Beautiful view, conveniently located.

### DUBOIS.....

Overlook Condos for Rent: Brand new 2 bedroom, 2 bathroom, 2 car garage condominium, central air, vaulted ceilings, finished basement. Beautiful view, conveniently located.

## A C R E A G E , L O T S , B U I L D I N G S I T E S

Bradford Twp. - 75 acres +/-	Wooded open fields	\$440,000
Sandy Twp. Rt	219 1.88 acres	\$125,000
Boggs Twp., Phillipsburg	160 Acres	\$104,800
Sandy Ridge Rd.	175 acres	\$105,000
Greenwood Twp.	48.5 acres near Bells Landing - very private	\$ 69,000
Brookville	25.13 Acres - wooded	\$ 59,900
Mountain Run Road	5 acres with water and sewer	\$ 34,900
Warsaw Twp.	7.9 acres	\$ 31,000
Winslow Twp.	15.6 acres	\$ 18,720
Falls Creek	Rt. 830 G-1 .75 acres	\$ 15,000
Elk County	Boone Mountain Lot 14 .5 acres	\$ 12,000
Falls Creek	Rt. 830, Lot G2	\$ 11,000
Falls Creek	Rt. 830	\$ 7,500
Elk County	Boone Mountain Lot 14 .5 acres	\$ 12,000
Falls Creek	Lot A Wetlands. 4.94 acres Washington Twp.	\$ 19,000
Falls Creek	Lot B1 McConnell Ave and Railroad 0.92 acres	\$ 9,500
Falls Creek	Lot B3 McConnell Ave and Railroad 6.81 acres	\$ 55,000
Falls Creek	Lot B4 3.89 acres	\$ 32,000
Falls Creek	Lot C 6.46 acres Wetlands Trades	\$ 19,000
Falls Creek	Lot F4 1.38 acres next to Lot F5 200x300	\$ 22,000
Falls Creek	Lot F5. 1.38 acres Next to Lot 4 200 x 300	\$ 20,000
Falls Creek	Lot F6 1.5 acres	\$ 12,500
Falls Creek	Lot F10 1.66 acres Frontage on Rt. 830	\$ 13,500
Falls Creek	Lot E1 19.33 acres Frontage on T-701 Washington Twp	\$ 149,000
Falls Creek	Lot E2 8.44 acres Washington Twp.	\$ 68,000
Falls Creek	Lot G1 0.75 acres 136f Frontage on Rt. 830	\$ 15,000
Falls Creek	Lot G2 0.54 acres 150f Frontage on Rt. 830	\$ 11,000
Falls Creek	Lot H 0.34 acres 92f frontage on Rt. 830	\$ 7,500

### TREASURE LAKE LOTS

SECTION	LOTS(S)	ROAD	DESCRIPTION	PRICE
16A	4	Acorn Hills	Natural gas available	\$87,500
2	107	Lakefront		\$55,000
13	.79	Montego Bay Road		\$15,000
9	40/43/44	Miramar Road	All three lots for \$9,999.00	\$ 9,999
9	107/108	Hogsty Reef Lane		\$ 2,000/both.
7A	.52C	Barbary Coast Ct.	Lakeview lot	\$ 6,000
18	.13	Bay Road 75f x 175f		\$ 6,000
8	.201	Pieces of Eight		\$ 6,000
6A	.28	Smugglers Rd		\$ 5,000
6A	.29	Smugglers Rd		\$ 5,000
4	108/109	Captain Jack		\$6,000 for both lots
8	.200	Pieces of Eight		\$ 3,500 ea.
				\$ 1,400

Exhibit <sup>13</sup> "E"

Robin A. Royer  
Independent Beauty Consultant  
5 Larissa Court  
Dubois, PA 15801  
814-375-9888

1149

60-682/433

BALANCE FORWARD	
THIS CHECK	412.00
BALANCE	
DEPOSIT	
BALANCE FORWARD	

Harris Educational  
Four hundred twelve dollars

Deposit Bank

A Division of First Commonwealth Bank

test 32 Decatur Dr.

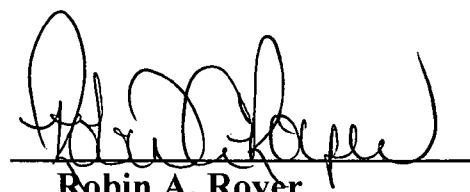
10433068261 71100105281 1149

TAX DEDUCTIBLE

Exhibit "F"

## **VERIFICATION**

**I, Robin A. Royer, Defendant, verify that the averments of fact in the foregoing Answer, New Matter and Counterclaim are true and correct and based on my personal knowledge, information and belief. I understand that averments of fact made in this said document are made subject to the penalties of 18 Pa.C.S. Sec 4904, relating to unsworn falsification to authorities.**



\_\_\_\_\_  
**Robin A. Royer**

**August 17, 2004**

## **CERTIFICATE OF SERVICE**

**I hereby certify that I served a copy of the foregoing Answer, New Matter and Counterclaim on the Plaintiff by serving his counsel listed below by Certified, Return Receipt Required posted on August 18, 2004**

**Postage pre-paid:**

**James A. Naddeo, Esq.  
207 East Market Street  
P. O. Box 552  
Clearfield, PA. 16830**

**CERTIFIED MAIL:  
7003 2260 0001 2038 2550**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER,  
t/d/b/a KCL ENTERPRISES,  
Plaintiff,

v.

ROBIN A. ROYER,  
Defendant.

\* No. 04 - 1090 - CD

\* Type of Pleading:

\* **ANSWER TO NEW MATTER  
AND COUNTERCLAIM**

\* Filed on behalf of:  
\* Plaintiff

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* 207 East Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

FILED *cc*  
*03:58 PM* *Aug 30 2004* *Atty Naddeo*

*WAD*  
*cc*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
\* v. \* No. 04 - 1090 - CD  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

ANSWER TO NEW MATTER  
AND COUNTERCLAIM

NOW COMES Plaintiff, by and through his attorney,  
James A. Naddeo, Esquire, and sets for the follows:

18. Admitted.

19. Admitted.

20. Denied. On the contrary it is alleged that the  
landlord, his contractor, an employee of Lezzer Lumber Company,  
and Miller Cleaning Service responded to the verbal complaints  
made by Defendant. In further answer thereto, it is alleged  
that Miller Cleaning Service cleaned the premises prior to  
Defendant's letter of May 3, 2004, and that Defendant was  
provided by landlord with three dehumidifiers in response to  
Defendant's claim of excess moisture within the apartment. It  
is admitted that Defendant sent a certified letter to Plaintiff  
dated May 3, 2004.

21. Denied. On the contrary it is alleged that upon  
receipt of Defendant's certified letter of May 3, 2004,

Plaintiff again dispatched his contractor and an employee of Lezzer Lumber Company to check the humidity within the apartment let to Defendant. At that time it was determined that Defendant was not utilizing the dehumidifiers that had been previously supplied to her.

22. Admitted in so far as it states that the Lease between the parties permitted only four people to occupy the apartment. It is also admitted that the apartment was advertised with a finished basement. The remainder of Defendant's Paragraph 22 states a conclusion to which no answer is required. To the extent that an answer may be required, it is denied that the finished basement was intended to be occupied as a bedroom in the manner utilized by Defendant.

23. Admitted in so far as it states that the basement of the premises is heated. It is denied that the heat runs are insufficient to keep the basement warm. In further answer thereto, it is alleged that any basement smell referenced by Defendant could have been avoided by the use of the dehumidifiers supplied by the landlord.

24. Denied. On the contrary it is alleged that had Defendant utilized the dehumidifiers supplied by the landlord, said dehumidifiers would have adequately controlled the excess humidity within the unit and further would have prevented odors. The remainder of Defendant's allegation pertaining to damage of

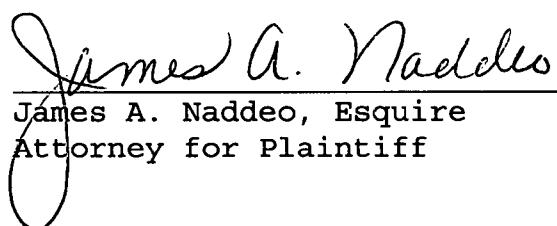
clothing, furniture, etc., is denied in that after reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

ANSWER TO COUNTERCLAIM

25. No answer required.
26. States a conclusion of law to which no answer is required.
27. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

WHEREFORE, Plaintiff demands judgment as set forth in his Complaint.

Respectfully submitted,

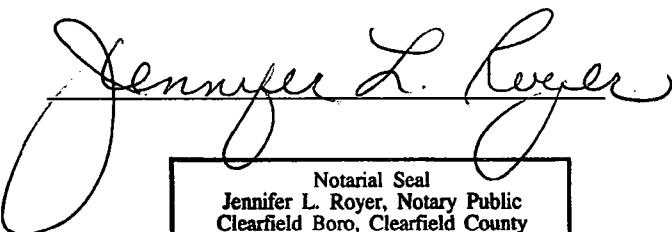
  
\_\_\_\_\_  
James A. Naddeo, Esquire  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA )  
ss.  
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared KENNTH C. LEZZER who, being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to New Matter and Counterclaim are true and correct to the best of his knowledge, information and belief.

  
Kenneth C. Lezzer

SWORN and SUBSCRIBED before me this 27th day of August, 2004.



Notarial Seal  
Jennifer L. Royer, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires May 17, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

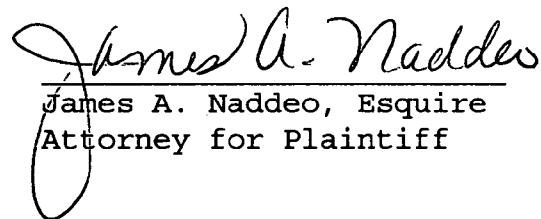
KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
\*  
v. \* No. 04 - 1090 - CD  
\*  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Answer to New Matter and Counterclaim filed in the above-captioned action was served on the following person and in the following manner on the 30th day of August, 2004:

First-Class Mail, Postage Prepaid

Ms. Robin A. Royer  
32 Overlook Drive  
DuBois, PA 15801

  
\_\_\_\_\_  
James A. Naddeo, Esquire  
Attorney for Plaintiff

ATTOURNEY AT LAW  
PO. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830  
JAMES A. NADDEO

Lap-over margin

FILED

AUG 30 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER,  
t/d/b/a KCL ENTERPRISES,  
Plaintiff,

v.

ROBIN A. ROYER,  
Defendant.

\*  
\*  
\*  
\*  
\*  
\* No. 04 - 1090 - CD  
\*

\*  
\*  
\*  
\*  
\*  
\*  
\* Type of Pleading:

\*  
\*  
\* CERTIFICATE OF READINESS  
\*

\*  
\* Filed on behalf of:  
\* Plaintiff  
\*  
\* Counsel of Record for  
\* this party:  
\*  
\*  
\* James A. Naddeo, Esq.  
\* Pa I.D. 06820  
\*  
\* 207 East Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

FILED  
O 10:53 AM 10/22/04  
SEP 22 2004

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

04-1090-CD		DATE PRESENTED
CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATED TRIAL TIME
Date Complaint Filed:	( ) Jury (X) Non-Jury (X) Arbitration	1/2 Days

PLAINTIFF(S)

Kenneth C. Lezzer, t/d/b/a KCL Enterprises ( )

DEFENDANT(S)

Robin A. Royer ( ) Check Block if  
ADDITIONAL DEFENDANT(S) a Minor is a  
Party to the  
Case  
( )

JURY DEMAND FILED BY: DATE JURY DEMAND FILED:

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

more than  
\$ 20,000 ( ) yes (X) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

James A. Naddeo

FOR THE PLAINTIFF	TELEPHONE NUMBER
James A. Naddeo, Esquire	(814) 765-1601
FOR THE DEFENDANT	TELEPHONE NUMBER
Pro se	(814) 375-9888
FOR ADDITIONAL DEFENDANT	TELEPHONE NUMBER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

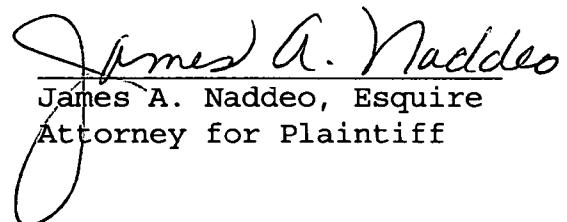
KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
v. \* No. 04 - 1090 - CD  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Certificate of Readiness filed in the above-captioned action was served on the following person and in the following manner on the 22nd day of September, 2004:

First-Class Mail, Postage Prepaid

Ms. Robin A. Royer  
32 Overlook Drive  
DuBois, PA 15801

  
James A. Naddeo  
James A. Naddeo, Esquire  
Attorney for Plaintiff

James A. Nadeau

CLEARFIELD, PENNSYLVANIA 16830  
P.O. BOX 552  
ATTORNEY AT LAW

\_\_\_\_\_  
Lap over margin

7176 3489

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here  
*8/1/00*

**Sent To**  
Robin A. Royer  
Street, Apt. No. \_\_\_\_\_  
or P.O. Box No. \_\_\_\_\_  
City, State, Zip Code PA 15801

PS Form 3800, June 2002      See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

PS Form 3800, June 2002 (Reverse)

**Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.  
Internet access to delivery information is not available on mail  
addressed to APOs and FPOs.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, t/d/b/a :  
LEZZER ENTERPRISES :  
vs. : No. 04-1090-CD  
ROBIN A. ROYER :  
:

**ORDER**

NOW, this 15 day of October, 2004, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Wednesday, December 8, 2004 at 9:00 A.M. The following have been appointed as Arbitrators:

Michael P. Yeager, Esquire, Chairman

Ann B. Wood, Esquire

Blaise Ferraraccio, Esquire

**FILED** *ee*

*0132004*  
OCT 15 2004

*s cano to c/in*  
William A. Shaw  
Prothonotary/Clerk of Courts

Pursuant to Local Rule 1306A, you must submit your Pre-Trial *for*  
*scr.* Statement seven (7) days prior to the scheduled Arbitration. The original should

be forwarded to the Court Administrator's Office and copies to opposing  
counsel and each member of the Board of Arbitrators. For your convenience, a  
Pre-Trial (Arbitration) Memorandum Instruction Form in enclosed as well as a  
copy of said Local Rule of Court.

Please report to the Court Administrator's Office. You will be directed  
from there where this Arbitration will be held.

BY THE COURT:

*Fredric J. Ammerman*  
FREDRIC J. AMMERMAN  
President Judge

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Robin A. Royer  
32 Overlook Drive  
DuBois, PA 15801  
8/02/2004  
NOV 01 2004

William A. Shaw  
Prothonotary/Clerk of Courts

**2. Article Number**

(Transfer from service label)

7004 0550 0000 7176 3489

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

X

Agent

Addressee

**B. Received by (Printed Name)****C. Date of Delivery**

10/29/2004

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

1160 Okla-Salem Rd  
DuBois, Pa 15801

**3. Service Type**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                   |
| <input type="checkbox"/> Registered                | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                         |

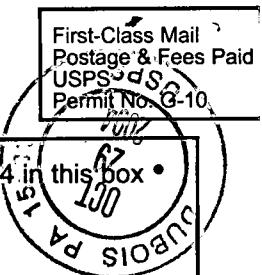
**4. Restricted Delivery? (Extra Fee)**

Yes

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. 3-10



- Sender: Please print your name, address, and ZIP+4 in this box •

Office of Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830

NY/AS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, t/d/b/a :  
LEZZER ENTERPRISES :  
vs. : No. 04-1090-CD  
ROBIN A. ROYER :  
:

**ORDER**

NOW, this 15 day of October, 2004, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Wednesday, December 8, 2004 at 9:00 A.M.** The following have been appointed as Arbitrators:

Michael P. Yeager, Esquire, Chairman

Ann B. Wood, Esquire

Blaise Ferraraccio, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Please report to the Court Administrator's Office. You will be directed from there where this Arbitration will be held.

BY THE COURT:

---

FREDRIC J. AMMERMAN  
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CA

KENNETH C. LEZZER, t/d/b/a  
LEZZER ENTERPRISES

vs.

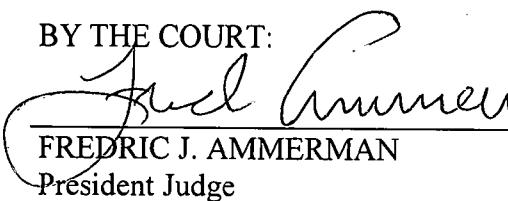
No. 04-1090-CD

ROBIN A. ROYER

**ORDER**

NOW, this 7<sup>th</sup> day of December, 2004, the Court being in receipt of medical documentation concerning the Defendant from Dr. Stephen P. Regec, it is the ORDER of the Court that the Arbitration scheduled for Wednesday, December 8, 2004 at 9:00 A.M. is hereby Continued. The Court Administrator is directed to schedule this case on the next available Arbitration Day.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

601<sup>6</sup> FILED 5CC  
01/26/05 CIA  
DEC 08 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, t/d/b/a :  
LEZZER ENTERPRISES :  
: vs. : No. 04-1090-CD  
: :  
ROBIN A. ROYER :  
:

## ORDER

NOW, this 28 day of January, 2005, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Tuesday, March 1, 2005 at 8:30 A.M. in the Conference/Hearing Room, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Joseph Colavecchi, Esquire, Chairman

J. Richard Lhota, Esquire

Christopher E. Mohney, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Please report to the Court Administrator's Office. You will be directed from there where this Arbitration will be held.

FILED  
O 2:39 PM 5 CL to CL  
JAN 28 2005

BY THE COURT:  
  
\_\_\_\_\_  
FREDRIC J. AMMERMAN  
President Judge

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

**Kenneth C. LEZZER,  
t/d/b/a KCL ENTERPRISES,**

**Plaintiff,**

**No. 04 - 1090 - CD**

**v.**

**ROBIN A. ROYER,**

**Defendant**

**FILED**

OK MAR 01 2005  
0132001

William A. Shaw  
Prothonotary/Clerk of Courts

CLERK TO ATTY

KRANNICK  
+  
Jackie  
RAFFERTY

**Type of Pleading:**

**MOTION TO CONTINUE  
ARBITRATION HEARING**

**Filed on behalf of:  
Defendant**

**Defendant is  
self-represented**

**1060 Oklahoma Salem  
Road  
DuBois, PA. 15801  
(814) 583-7720 home  
(814) 590-8572 cell**

## MOTION TO CONTINUE ARBITRATION HEARING

**Robin A. Royer, Defendant in the above matter, by her Mother, Jackie Rafferty, assisting her daughter in her self-representation, moves this Court to continue the arbitration hearing set for Tuesday, March 1, 2005, and represents the following:**

- 1. This is the second time that the matter has been scheduled for arbitration, the first having been set for December, 2004.**
- 2. The Defendant, Robin A. Royer is the primary witness and will be unable to attend the scheduled hearing as set forth in the doctor's excuse which will follow by fax.**
- 3. It is unfortunate that the first arbitration needed to be rescheduled due to the surgery that Robin A. Royer had scheduled and needed to recuperate.**
- 4. This second arbitration again comes at a very difficult time for the Defendant, Robin A. Royer. It is also medical in nature in that last week she had her youngest daughter very sick in bed and she has now also come down with the cold and flu. Also, her oldest daughter is due to have a baby in May and is having a difficult pregnancy. She was bleeding and taken to the hospital as an emergency. She was tested and sent home to be totally off her feet until Monday, February 28, 2005, at which time she must return to the hospital for more tests and decision on hospitalization. To top all this off, her husband, Gerald Royer, had foot surgery and she has been taking care of him but he became so infected that he was admitted to the hospital as an emergency on Friday. After being in the medical field for approx. 20 yrs. I felt he may lose his foot and is still in danger. These medical problems are, of course, praying very heavily on her and it will be**

**impossible for her to put her attention to the matter at hand scheduled on Tuesday, March 1, 2005.**

**WHEREFORE, Defendant requests that the Court continue the arbitration hearing scheduled for March 1, 2005 to the next session available of arbitration cases.**

BY:

  
**Jackie Rafferty,  
Mother of Defendant  
assisting in her defense.  
164 Rock Pool Road  
Acme, PA. 15610  
(724) 542-9005 home  
(724) 542-9716 fax  
(412) 582-9536 cell  
(724) 430-1253 work c/o  
Clerk of Courts office  
Fayette County Courthouse  
Uniontown, PA.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, t/d/b/a \*  
KCL ENTERPRISES, \*  
Plaintiff \*  
\*  
\* vs. \* NO. 04-1090-CD  
\*  
ROBIN A. ROYER, \*  
Defendant \*  
\*

O R D E R

NOW, this 28<sup>th</sup> day of February, 2005, the Court being in receipt of Defendant's Motion to Continue Arbitration Hearing and upon Counsel for the Plaintiff having no opposition to said Motion; the Court hereby grants the Defendant's Motion to Continue Arbitration Hearing and the Court Administrator is directed to reschedule the Arbitration Hearing.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED

MAR 01 2005 (6K)  
0/3:00

William A. Shaw  
Prothonotary/Clerk of Courts

CERT TO ATTY NAPOLI

DEPT. 4

JACQUELINE RAFFENBERG

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, t/d/b/a :  
LEZZER ENTERPRISES :  
vs. : No. 04-1090-CD  
ROBIN A. ROYER :  
:

FILED <sup>SCC</sup>  
01/11/01 BY CIA  
MAR 22 2005 (GK)

William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

NOW, this 22<sup>nd</sup> day of March, 2005, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, May 10, 2005 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Joseph Colavecchi, Esquire, Chairman

J. Richard Lhota, Esquire

Christopher E. Mohney, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

No further continuances will be granted.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

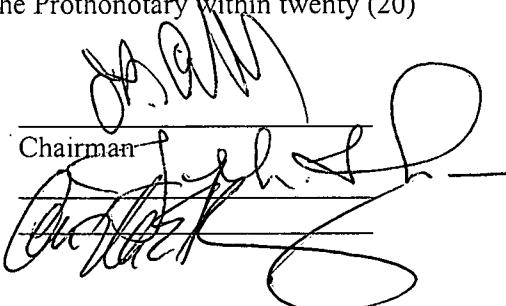
Kenneth C. Lezzer t/d/b/a  
KCL Enterprises  
vs.  
Robin A. Royer

No. 2004-01090-CD

**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 10th day of May, 2005, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

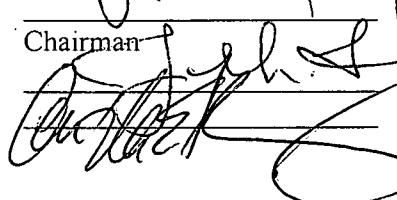
Joseph Colavecchi, Esq.



Chairman

J. Richard Lhota, Esq.

Christopher E. Mohney, Esq.



Christopher E. Mohney, Esq.

Sworn to and subscribed before me this  
May 10, 2005

  
Prothonotary

**AWARD OF ARBITRATORS**

Now, this 10<sup>th</sup> day of May, 2005, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

*Judgment in favor of Plaintiff in the amount of  
\$2,440.00 plus interest from January 2005 and costs. The  
Defendant's counterclaim is dismissed.*



Chairman

(Continue if needed on reverse.)

**ENTRY OF AWARD**

Now, this 10<sup>th</sup> day of May, 2005, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

**WITNESS MY HAND AND THE SEAL OF THE COURT**

**FILED**

Notice of  
05/10/2005 Award to  
MAY 10 2005 Atty Nadeau, and



Prothonotary

By \_\_\_\_\_

*BSR*  
William A. Shaw Def-  
Prothonotary/Clerk of Courts 1160 Oklahoma-Salem Road  
E Bois, PA 15801

**COPY**

Kenneth C. Lezzer t/d/b/a  
KCL Enterprises

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2004-01090-CD

Robin A. Royer

NOTICE OF AWARD

TO: ROBIN A. ROYER

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 10, 2005 and have awarded:

Judgment in favor of Plaintiff in the amount of \$2,440.00 and costs. Defendant's counterclaim is dismissed.

William A. Shaw  
Prothonotary  
By \_\_\_\_\_

May 10, 2005

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER,  
T/d/b/a KCL ENTERPRISES,  
Plaintiff,

vs.

ROBIN A. ROYER,  
Defendant.

NO. 04- 1090 -CD

### Type of Pleading:

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Plaintiff  
  
Counsel of Record for  
this party:  
JAMES A. NADDEO & ASSOC.  
  
James A. Naddeo, Esq.  
Supreme Court ID#: 06820  
207 East Market Street  
P. O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

CR FILED 3cc  
012:31 PM Atty  
JUN 22 2005 Nadeem

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

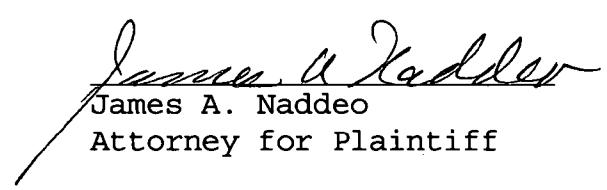
KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
v. \* No. 04 - 1090 - CD  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praeclipe to Entry of Judgment on Award was served on the following and in the following manner on the 22 day of June, 2005:

First-Class Mail, Postage Prepaid

Robin A. Royer  
1160 Oklahoma-Salem Road  
DuBois, PA 15801

  
James A. Naddeo  
Attorney for Plaintiff

CLERAFFIELD, PENNSYLVANIA 16830  
R.O. BOX 552  
207 EAST MARKET STREET  
ATTORNEY AT LAW  
JAMES A. NADDEO

— Lap over margin —

**FILED**

**JUN 22 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER,  
KCL ENTERPRISES,  
Plaintiff,

vs.

ROBIN A. ROYER,  
Defendant.

\*  
\*  
\*  
\*  
\*

\*      No. 04 - 1090 - CD

\*  
\*  
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\*  
\*

\*      Type of Pleading:

\*  
\*  
\*  
\*

\*      **STATEMENT OF JUDGMENT**

\*  
\*  
\*

\*      Filed on behalf of:  
\*      Plaintiff

\*  
\*  
\*

\*      Counsel of Record for  
\*      this party:

\*  
\*  
\*

\*      James A. Naddeo, Esq.  
\*      Pa I.D. 06820

\*  
\*  
\*  
\*

\*      207 E. Market Street  
\*      P.O. Box 552  
\*      Clearfield, PA 16830  
\*      (814) 765-1601

FILED <sup>610</sup>  
Atty pd.  
013:45 AM 700  
JUL 20 2005  
No CC  
William A. Shaw  
Prothonotary/Clerk of Courts  
Cert. of Sat.  
to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Kenneth C. Lezzer  
KCL Enterprises  
Plaintiff(s)

No.: 2004-01090-CD

Real Debt: \$2,440.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robin A. Royer  
Defendant(s)

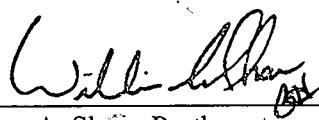
Entry: \$20.00

Instrument: Arbitration Judgment

Date of Entry: June 22, 2005

Expires: June 22, 2010

Certified from the record this 22nd day of June, 2005.

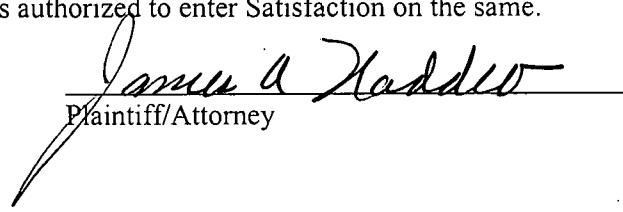


\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on 7/19/05, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

  
\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2004-01090-CD

Kenneth C. Lezzer  
KCL Enterprises

Debt: \$2,440.00

Vs.

Atty's Comm.:

Robin A. Royer

Interest From:

Cost: \$7.00

NOW, Wednesday, July 20, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 20th day of July, A.D. 2005.

---

Prothonotary

Arb 3-1-05

JAMES A. NADDEO  
ATTORNEY AT LAW  
207 EAST MARKET STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE  
LINDA C. LEWIS

(814) 765-1601  
FAX: (814) 765-8142  
naddeolaw@atlanticbb.net

February 8, 2005

Marcy Kelley, Deputy Court Adm.  
Office of Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Re: Lezzer vs. Royer  
No. 04-1090-CD

Dear Ms. Kelley:

Enclosed is Plaintiff's Amended Pre-Trial Memorandum.  
By copy of this letter, I am forwarding same to Defendant and to  
the Arbitrators.

Sincerely,

*James A. Naddeo*  
James A. Naddeo

JAN/jlr

Enclosure

cc: Ms. Robin A. Royer (w/ enc.)  
Joseph Colavecchi, Esquire (w/ enc.)  
John R. Lhota, Esquire (w/ enc.)  
Christopher E. Mohney, Esquire (w/ enc.)

RECEIVED

FEB 08 2005

JUDGE ADMINISTRATORS  
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER,  
t/d/b/a KCL ENTERPRISES,  
Plaintiff,

v.

ROBIN A. ROYER,  
Defendant.

\* No. 04 - 1090 - CD

\* Type of Pleading:

\* PLAINTIFF'S AMENDED  
\* PRE-TRIAL MEMORANDUM

\* Filed on behalf of:  
\* Plaintiff

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* 207 East Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

RECEIVED

FEB 08 2005

COURT ADMINISTRATOR'S  
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
v. \* No. 04 - 1090 - CD  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

**AMENDED PRE-TRIAL MEMORANDUM**

**I. Factual Statement.**

The parties entered into a Residential Lease dated February 24, 2004, for premises known as 32 Overlook Drive, DuBois, Pennsylvania. The Lease provided for a monthly rental of \$825.00 per month with a late charge of \$10.00 per day for each day for which the rent was delinquent. The term of the Lease was for a period commencing February 24, 2004, and ending August 31, 2004.

Defendant failed to pay rent for the months of June, July and August 2004, resulting in a rent delinquency in the amount of \$2,475.00. Late charges to date of trial total \$1,550.00.

**II. Exhibits.**

- A. Residential Lease - see attached.
- B. Expert Report of Tim Smith - see attached.

III. Witnesses.

- A. Kenneth C. Lezzer  
P.O. Box 21  
Curwensville, PA 16833
- B. Tim Smith  
P.O. Box 217  
Curwensville, PA 16833
- C. Ronald Torrell  
Torrell & Bernardo  
130 McCracken Run Road  
DuBois, PA 15801

IV. Legal Theory.

Plaintiff's claim is premised upon a breach of contract. Defendant has failed to pay rent as required by the Lease.

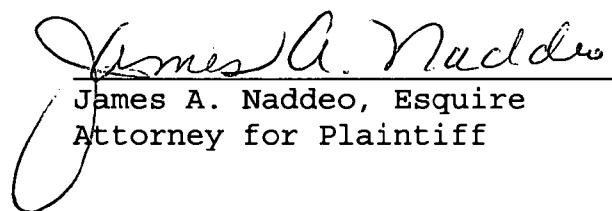
V. Damages.

- A. Rent - June, July & August 2004 - \$2,475.00
- B. Late charges commencing July 6, 2004, to date of trial @ \$10.00 per day - 1,550.00

VI. Extraordinary Evidentiary Problems.

None.

Respectfully submitted,

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

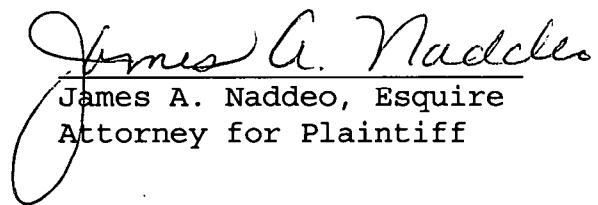
KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
\* v. \* No. 04 - 1090 - CD  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Plaintiff's Amended Pre-Trial Memorandum filed in the above-captioned action was served on the following person and in the following manner on the 8th day of February, 2005:

First-Class Mail, Postage Prepaid

Ms. Robin A. Royer  
1160 Oklahoma-Salem Rd.  
DuBois, PA 15801

  
\_\_\_\_\_  
James A. Naddeo, Esquire  
Attorney for Plaintiff

KCL ENTERPRISES  
PO Box 21  
Curwensville, PA 16833

RESIDENTIAL LEASE

1. This LEASE, dated this 24 day of February, <sup>2004</sup> <sub>2003</sub> is  
between Patricia A. Rager called  
"Tenant," and KCL ENTERPRISES  
called "Landlord."

2. PROPERTY

Landlord agrees to rent to Tenant the following Property:  
32 Steelcreek Drive, Curwensville, PA

3. STARTING AND ENDING DATES OF LEASE (ALSO CALLED "Term")

A. Starting Date: This Lease starts on 2-24-04,  
at 12 Noon.

B. Starting Date: This Lease ends on 8-31-04,  
at 12 Noon.

4. RENEWAL TERM

This Lease will automatically renew for a term of  
N/A at the Ending Date unless:

A. Tenant gives Landlord        days' written notice before  
Ending Date or before the end of any Renewal Term, OR

B. Landlord gives Tenant        days' written notice before  
Ending Date or before the end of any Renewal Term.

C. For Month-to-Month Leases Only: Either Landlord or  
Tenant may end a month to month Lease by giving 30 days'  
written notice on or before the day the next rent is due.

5. RENT

A. The total amount of rent due over the  
term of this Lease is

\$ 5087.50  
\$ 825.00

B. The total rent due each month is

C. Rent is due on or before the 1  
day of the month.

D. Tenant pays a late charge of  
if rent is more than 5 days late.

\$ 10.00 a day.

E. Tenant makes payment to: KCL ENTERPRISES  
Address P. O. BOX 21, CURWENSVILLE, PA. 16833

6. BEFORE MOVING IN, TENANT PAYS	Paid	Due
A. Part of the month's rent if Tenant takes possession before First regular due date <u>27.50 @ day</u>	\$ <u>      </u>	\$ <u>137.50</u>
B. First month's rent	\$ <u>      </u>	\$ <u>825.00</u>
C. Other: <u>Rental's Commission</u>	\$ <u>      </u>	\$ <u>825.00</u>

Tenant Initials       

Landlord Initials       

Page 1 of 9

D. Security Deposit, on deposit  
at: \_\_\_\_\_  
(name of bank)

\$ \_\_\_\_\_ \$ 825.00

Total rent and security deposit  
received to date \$ \_\_\_\_\_  
Total amount due before  
Tenants move in \$ \_\_\_\_\_

\$ 2612.50

7. USE OF PROPERTY

- A. Tenant will use Property as a residence
- B. Not more than 4 people will live on property.

8. UTILITIES AND SERVICES

A. Landlord will pay for

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Cold water            | <input type="checkbox"/> Hot water                       | <input type="checkbox"/> Trash removal                      |
| <input type="checkbox"/> Gas                   | <input type="checkbox"/> Heat                            | <input checked="" type="checkbox"/> Lawn and shrubbery care |
| <input type="checkbox"/> Electricity           | <input checked="" type="checkbox"/> Snow Removal         | <input type="checkbox"/> Water costs over yearly<br>charge  |
| <input type="checkbox"/> Heater<br>maintenance | <input type="checkbox"/> Sewage costs<br>and maintenance | <input type="checkbox"/> Other _____                        |

B. Tenant will pay for

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Cold water  | <input checked="" type="checkbox"/> Hot water                       | <input checked="" type="checkbox"/> Trash removal                     |
| <input checked="" type="checkbox"/> Gas         | <input checked="" type="checkbox"/> Heat                            | <input type="checkbox"/> Lawn and shrubbery care                      |
| <input checked="" type="checkbox"/> Electricity | <input type="checkbox"/> Snow Removal                               | <input checked="" type="checkbox"/> Water costs over yearly<br>charge |
| <input type="checkbox"/> Heater<br>maintenance  | <input checked="" type="checkbox"/> Sewage costs<br>and maintenance | <input type="checkbox"/> Other _____                                  |

9. SPECIAL CLAUSES

Any special clauses must comply with the Pennsylvania Plain Language Consumer Contract Act. The Attorney General has not pre-approved any special conditions/additional terms added by Landlord or Tenant after plain language pre-approval of this contract.

10. CONDITION OF PROPERTY

Tenant understands that Landlord will make no repairs, additions, or changes to the property except as follows:

11. RULES AND REGULATIONS

A. Rules for use of the Property are attached.

Yes  No

B. Tenant promises to obey the Rules.

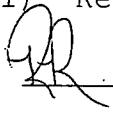
C. Landlord cannot change the Rules unless the change benefits the Tenant or improves the health, safety, or welfare of others.

12. TENANT'S CARE OF PROPERTY

Tenant, Tenant's family and guests agree to obey all laws and Rules that apply to Tenant.

A. Tenant will:

- (1) Keep the Property clean and safe.

Tenant Initials 

Landlord Initials \_\_\_\_\_

- (2) Get rid of all trash, garbage and any other waste materials as required by Landlord and the law.
- (3) Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property, including any elevators.
- (4) Tell Landlord immediately of any repairs needed. Landlord does not have to repair any damage caused by Tenant's willful, careless, or unreasonable behavior.

B. Tenant **will not**:

- (1) Keep any flammable materials on the Property.
- (2) Willfully destroy or deface any part of the Property.
- (3) Disturb the peace and quiet of other tenants.
- (4) Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant understands that any changes or improvements will belong to the Landlord.

C. Repairs by Tenant: Tenant will pay to repair any item in or on the Property that costs less than \$       . Tenant also will pay to repair any damage to the Property or to any item in or on the Property that Tenant or Tenant's guests cause through a lack of care.

13. **LANDLORD WILL MAINTAIN PROPERTY**

- A. Landlord will keep the Property and common areas in reasonable condition and as required by law.
- B. Landlord will keep all the structural parts of the Property in good working order, including:

Ceilings	Roof	Floors	Walls
Steps	Porches	Windows	Doors
- C. Landlord will keep all systems, services, facilities, or appliances supplied by Landlord in safe and good working order, including:

Air Conditioning	Sanitary	Electrical	Ventilation
Security	Heating	Water Heating	Plumbing
Drainage			
- D. Landlord will keep Property reasonably free of pests, rodents and insects. This does not apply if Property is a single-family dwelling.
- E. Landlord will supply utilities and services as listed in paragraph 8 (Utilities and Services) of this Lease, unless the service is interrupted by circumstances beyond the Landlord's control.
- F. Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant
  - (1) complains to a government agency or to Landlord about a building or housing code violation.
  - (2) Organizes or joins a Tenant's organization.
  - (3) Uses Tenant's legal rights in a lawful manner.

Tenant Initials 

Landlord Initials 

14. LANDLORD'S RIGHT TO ENTER

- A. Tenant agrees to let Landlord or Landlord's representatives enter the Property at reasonable hours to inspect, repair, or show the Property to prospective buyers.
- B. Landlord will give Tenant 24 hours' notice of date, time, and reason for the visit. In cases of emergency, Landlord may enter Property without notice. If Tenant is not there, Landlord will tell Tenant who was there and why within 24 hours of the visit.

15. SECURITY DEPOSIT

- A. Landlord cannot make Tenant pay a security deposit of more than two-month's rent the first year, and one-month's rent after the first year. After five years, the security deposit cannot be raised, even if the rent is raised.
- B. If the security deposit is more than \$100, Landlord must keep it in a special bank account (escrow account) and give Tenant the name and address of the bank.
- C. After the second year (if Tenant continues to live on Property), Landlord must keep the security deposit in an escrow account that earns interest. Landlord may keep 1 percent of the security deposit each year as an administrative fee. Landlord must pay Tenant the balance of the interest once a year.
- D. Landlord can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are Tenant's responsibility.
- E. When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's mailing address where Landlord can return the security deposit.
- F. Landlord will prepare a list of charges for damages and unpaid rents. Landlord may deduct these charges from the security deposit. Landlord must return security deposit and interest (minus any charges to Tenant) within 30 days.

16. POSSESSION

- A. Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can
  - (1) change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available; OR
  - (2) end the Lease and have all money already paid as rent or security deposit returned.

17. RENT INCREASES

- A. If the Lease is for a term of more than one year, Tenant agrees to pay Tenant's share of any increase in real

estate taxes and water and sewer charges.

B. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.

**18. NO PETS**

Tenant will not keep any pets on any part of the Property without Landlord's written permission

**19. SMOKE DETECTORS**

A. Tenant will maintain and test (monthly) any smoke detectors on the Property.

B. Tenant will notify Landlord or Broker for Landlord of any broken smoke detector(s).

C. Tenant will pay for any damage to Property if Tenant fails to maintain smoke detectors.

**20. FIRE OR OTHER DAMAGE**

A. If the Property is accidentally damaged (fire, flood, etc.):

(1) Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then this Lease is ended; OR

(2) If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.

B. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.

C. If Tenant, Tenant's family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

**21. AFTER NOTICE TO END LEASE**

A. After Tenant or Landlord has given written notice to end this Lease, Landlord may show Property to possible tenants. Landlord will not show Property unless Tenant is there or has a reasonable chance to be there. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or unless they have written permission from the Landlord.

B. Landlord may put up For Sale or For Rent signs on or near Property.

C. Tenant agrees to move out peacefully when Lease is ended.

**22. IF TENANT BREAKS LEASE:**

A. **Tenant breaks this Lease if:**

(1) Tenant does not pay rent or other charges.

(2) Tenant leaves Property permanently before the end of this Lease.

(3) Tenant does not move out when supposed to.

(4) Tenant fails to do anything Tenant agreed to in this Lease.

B. **Non-Payment of Rent:** If Tenant breaks Lease by not paying

rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of FIVE DAYS is sufficient. This means that if Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant.

**TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO A LONGER NOTICE TO MOVE OUT.**

C. **Other Lease Violations:** If Tenant breaks any other term of this Lease, Landlord must give Tenant written notice describing the violation and giving Tenant FIVE DAYS to correct the problem. If Tenant does not correct the problem, Landlord can then give Tenant FIVE DAYS' written notice to move from the Property. If Tenant does not move out, Landlord can file a lawsuit to evict Tenant on the sixth day.

**TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.**

D. **If Tenant breaks Lease for any reason, Landlord may:**

- (1) **Get back possession of the Property by going to court to evict Tenant.** If Landlord hires a lawyer to start eviction, Tenant agrees to pay the lawyer's fees and Landlord's reasonable costs.
- (2) **File a lawsuit against Tenant for rents and charges not paid and for rents and charges for the rest of the Lease term.** If Landlord wins (gets a money judgment against Tenant), Landlord can use the court process to take Tenant's personal goods, furniture, motor vehicles, and money in banks.
- (3) **Keep Tenant's Security Deposit.**

**23. SALE OF PROPERTY**

- A. **If Property is sold, on the date of settlement, Landlord will give Tenant in writing:**
  - (1) The name, address, and phone number of the new landlord.
  - (2) Where rent is to be paid.
  - (3) Notice that the security deposit has been given to the new landlord, who will be responsible for it.
- B. **Tenant agrees that Landlord may transfer Tenant's money and advanced rent to the new landlord.**
- C. **Tenant understands that Landlord will have no duties regarding this Lease after the Property has been sold.**
- D. **Landlord agrees to require any new landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.**

**24. IF GOVERNMENT TAKES PROPERTY**

- A. **The government or other public authority can take private property for public use. The taking is called**

condemnation.

- B. If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advanced rent.
- C. No money paid to Landlord for the condemnation of the Property will belong to Tenant.

**25. SUBLEASING AND TRANSFER**

- A. Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
- B. Tenant may not transfer this Lease or sublease (rent to another person) this Property without Landlord's written permission. Landlord will be reasonable about giving written permission.

**26. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER.** Landlord may have a mortgage on the Property. If so, Landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease.)  
**TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.**

**27. MEDIATION**

- A. Mediation is a way of resolving problems. A mediator helps the disputing parties reach an agreeable solution without having to involve the courts.
- B. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program. Landlord and Tenant can agree to mediation as part of this Lease (by signing a mediation form to attach to this Lease), or they can sign an agreement to mediate after a dispute arises.

**28. INSURANCE AND RELEASE**

- A. Tenant understands that
  - (1) LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY, OR GUESTS.
  - (2) TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.
- B. Landlord is not legally responsible for any injury or damage that occurs on the Property and Tenant agrees to pay any loss or claim, including attorney's fees, that results from the damage or injury.
- C. Landlord is responsible for any injury or damage that results from Landlord's carelessness.

Tenant Initials



Landlord Initials

D. Tenant is responsible for any loss to Landlord that Tenant, Tenant's family or guests cause.

29. **CAPTIONS**

The headings in this Lease are meant only to make it easier to find the paragraphs.

30. **NOTICES.** All notices required to be given by Landlord to Tenant in accordance with the terms and provisions of this Lease, shall be given in writing and sent by regular first class mail to Tenant's address as follows:

\_\_\_\_\_. In the event of an emergency Landlord is authorized to contact Debra Scott whose address and telephone number are as follows:  
541-1911

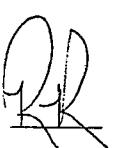
31. **CONSUMER NOTICE**

Tenant and Landlord have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.

32. **ENTIRE AGREEMENT**

This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease.

33. Tenant agrees to have carpets professionally cleaned by Stanley Steamer or Miller Cleaning upon vacating. 

Tenant Initials 

Landlord Initials \_\_\_\_\_

NOTICE BEFORE SIGNING: IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO CONSULT AN ATTORNEY.

WITNESS *Debra J. Scott* TENANT *John D. Dwyer* DATE 2-24-04  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_  
WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_  
WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_  
WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_  
WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_  
WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_

**Brokers'/Licensees' Certifications**

Brokers and Licensees involved in the transaction certify, by signing here that:

The information given is true to the best of their knowledge.

BROKER FOR TENANT (Company name)

ACCEPTED BY *Debra J. Scott*

DATE

2-24-04

BROKER FOR LANDLORD (Company name)

ACCEPTED BY \_\_\_\_\_

DATE

2-24-04

**LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

As part of payment received by Owners (Landlord)

(name of current Landlord)

now transfers to \_\_\_\_\_

(name of new Landlord)

his heirs and estate, this Lease and the right to receive the rents and other benefits.

WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_



**DYNAMIC ENERGY SERVICES**  
A Division of Lezzer Pro Installations, Inc.  
PO Box 217, Schofield Street, Curwensville,

*April 8, 2004*

*Moisture and humidity testing performed at Overlook Apartments, Dubois, Pa, at the request of K.C. Lezzer.*

*Tenant: Royer, Robin - Unit # 32*

*Customer complains of excessive humidity and, or mold in both levels of apartment.*

*The following are test results performed April 8, 2004:*

1. *Relative humidity level measured at 50% on upper level*
2. *Relative humidity level measured at 65% on lower level*  
*(Normal levels are 35%-50% for residential dwellings)*
  

  1. *Moisture level in wall cavities measured at 10%-15% on upper level*
  2. *Moisture level in wall cavities measured at 15%-18% on lower level*  
*(Normal levels are 10%-15% for residential dwellings)*

*Devices used: Kestrel brand relative humidity weather meter, and a non-destructive moisture meter.*

*Findings:*

1. *Dehumidifiers (3) were on site and were not operating upon arrival (full)*
2. *The dehumidifiers were more than adequate size ( 1 would be sufficient to condition space) 2 units were 70qt. Capacity, and 1 unit was smaller*
3. *Lower level had damp, musty smell*
4. *Upper level had no damp, or musty smell*
5. *Upper level had fish aquarium (source of moisture)*
6. *Upper level had several potted house plants (source of moisture)*
7. *Home had several candles (source of moisture)*
8. *Tenant(s) were smokers (source of moisture)*
9. *No mold was found on either level at the date of inspection*
10. *Bedding as furniture in lower level as living space*

**Cause:**

1. *New construction will have higher humidity levels than a dwelling that has cycled through at least 4-seasons for materials such as concrete, lumber, insulation, plaster, paint, etc. to arrive at normal moisture content levels.*
2. *Several moisture sources found; aquarium, plants, etc.*
3. *Below grade areas will typically have higher moisture levels due to infiltration through block-masonry walls, and masonry floors.*

**Recommendations:**

1. *Continue to operate dehumidifiers 24/7 until humidity levels decrease, then set humidistats on unit(s) to control as needed.*
2. *Allow ventilation from windows periodically.*
3. *Use bath exhaust fans as prescribed by manufacturer.*
4. *Allow increased upper level periodic ventilation from windows to control spot moisture sources.*

**Final notes:**

1. *Mold will only grow if conditions allow. Damp, cool, non-ventilated, non-lighted areas are prone to mold growth.*
2. *Lower level of this unit is not designed as living space and is not heated or air conditioned, which does not allow air exchange and could promote mold conditions.*

CLERAFFIELD, PENNSYLVANIA 16830  
R.O. BOX 552  
207 EAST MARKET STREET  
ATTORNEY AT LAW  
JAMES A. NADDEO

\_\_\_\_\_  
Lap over margin

Arb 12-8-04

JAMES A. NADDEO  
ATTORNEY AT LAW  
207 EAST MARKET STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE  
LINDA C. LEWIS

(814) 765-1601  
FAX: (814) 765-8142  
[naddeolaw@charterinternet.com](mailto:naddeolaw@charterinternet.com)

November 24, 2004

Marcy Kelley, Deputy Court Adm.  
Office of Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Re: Lezzer vs. Royer  
No. 04-1090-CD

Dear Ms. Kelley:

Enclosed is Plaintiff's Pre-Trial Memorandum. By copy of this letter, I am forwarding same to Defendant and to the Arbitrators.

Sincerely,

*James A. Naddeo*

James A. Naddeo

JAN/jlr

Enclosure

cc: Ms. Robin A. Royer (w/ enc.)  
Michael P. Yeager, Esquire (w/ enc.)  
Ann B. Wood, Esquire (w/ enc.)  
Blaise Ferraraccio, Esquire (w/ enc.)

RECEIVED

NOV 24 2004

COURT ADMINISTRATOR'S  
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER,  
t/d/b/a KCL ENTERPRISES,  
Plaintiff,

v.

ROBIN A. ROYER,  
Defendant.

\*

\*

\*

\*

\*

No. 04 - 1090 - CD

\*

\*

\*

\*

\*

Type of Pleading:

\*

**PLAINTIFF'S PRE-TRIAL  
MEMORANDUM**

\*

Filed on behalf of:

Plaintiff

\*

Counsel of Record for  
this party:

\*

\*

James A. Naddeo, Esq.  
Pa I.D. 06820

\*

207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**RECEIVED**

NOV 24 2004

COURT ADMINISTRATOR'S  
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
v. \* No. 04 - 1090 - CD  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

PRE-TRIAL MEMORANDUM

I. Factual Statement.

The parties entered into a Residential Lease dated February 24, 2004, for premises known as 32 Overlook Drive, DuBois, Pennsylvania. The Lease provided for a monthly rental of \$825.00 per month with a late charge of \$10.00 per day for each day for which the rent was delinquent. The term of the Lease was for a period commencing February 24, 2004, and ending August 31, 2004.

Defendant failed to pay rent for the months of June, July and August 2004, resulting in a rent delinquency in the amount of \$2,475.00. Late charges to date of trial total \$1,550.00.

II. Exhibits.

A. Residential Lease - see attached.

III. Witnesses.

- A. Kenneth C. Lezzer  
P.O. Box 21  
Curwensville, PA 16833
- B. Tim Smith  
P.O. Box 217  
Curwensville, PA 16833
- C. Ronald Torrell  
Torrell & Bernardo  
130 McCracken Run Road  
DuBois, PA 15801

IV. Legal Theory.

Plaintiff's claim is premised upon a breach of contract. Defendant has failed to pay rent as required by the Lease.

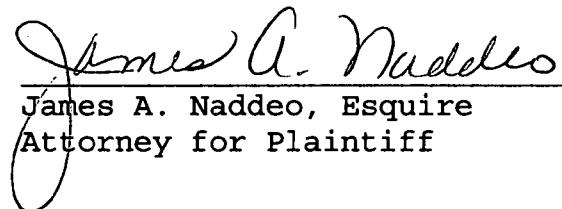
V. Damages.

- A. Rent - June, July & August 2004 - \$2,475.00
- B. Late charges commencing July 6, 2004, to date of trial @ \$10.00 per day - 1,550.00

VI. Extraordinary Evidentiary Problems.

None.

Respectfully submitted,

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

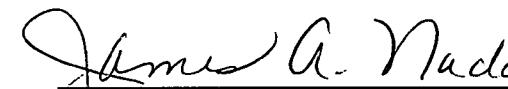
KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
\*  
v. \* No. 04 - 1090 - CD  
\*  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Plaintiff's Pre-Trial Memorandum filed in the above-captioned action was served on the following person and in the following manner on the 24<sup>th</sup> day of November, 2004:

First-Class Mail, Postage Prepaid

Ms. Robin A. Royer  
32 Overlook Drive  
DuBois, PA 15801

  
James A. Naddeo  
James A. Naddeo, Esquire  
Attorney for Plaintiff

KCL ENTERPRISES  
PO Box 21  
Curwensville, PA 16833

## RESIDENTIAL LEASE

1. This LEASE, dated this 24 day of February, 2004, 2003 is  
between Peter & Roger called  
"Tenant," and KCL ENTERPRISES  
called "Landlord."

## 2. PROPERTY

Landlord agrees to rent to Tenant the following Property:  
32 Beechwood Drive Allentown PA

3. **STARTING AND ENDING DATES OF LEASE (ALSO CALLED "Term")**

- A. Starting Date: This Lease starts on 2-24-04,  
at 12 Noon.

B. Starting Date: This Lease ends on 8-31-04,  
at 12 Noon.

#### 4. RENEWAL TERM

This Lease will automatically renew for a term of  
*N/A* at the Ending Date unless:

- A. Tenant gives Landlord \_\_\_\_ days' written notice before Ending Date or before the end of any Renewal Term, OR
  - B. Landlord gives Tenant \_\_\_\_ days' written notice before Ending Date or before the end of any Renewal Term.
  - C. **For Month-to-Month Leases Only:** Either Landlord or Tenant may end a month to month Lease by giving 30 days' written notice on or before the day the next rent is due.

## 5. RENT

- A. The total amount of rent due over the term of this Lease is \$ 5087.50  
B. The total rent due each month is \$ 825.00  
C. Rent is due on or before the 1 day of the month.  
D. Tenant pays a late charge of \$ 10.00 a day if rent is more than 5 days late.  
E. Tenant makes payment to: KCL ENTERPRISES  
Address P. O. BOX 21, CUMBERLAND, PA 16832

- | Before moving in, tenant has   | Paid     | Due       |
|--|----------|-----------|
| A. Part of the month's rent if<br>tenant takes possession before<br>First regular due date 27.50 @day. | \$ _____ | \$ 137.50 |
| B. First month's rent  | \$ _____ | \$ 825.00 |
| C. Other: <u>Rental's Commission</u>   | \$ _____ | \$ 825.00 |

Tenant Initials

11

### Landlord Initials

Page 1 of 9

PC 2/28/81  
Circ # 1532

D. Security Deposit, on deposit  
at: \_\_\_\_\_

(name of bank)

\$ \_\_\_\_\_ \$ 825.00

Total rent and security deposit  
received to date

\$ \_\_\_\_\_

Total amount due before  
Tenants move in

\$ 2612.50

7. USE OF PROPERTY

A. Tenant will use Property as a residence

B. Not more than 4 people will live on property.

8. UTILITIES AND SERVICES

A. Landlord will pay for

<input type="checkbox"/> Cold water	<input type="checkbox"/> Hot water	<input type="checkbox"/> Trash removal
<input type="checkbox"/> Gas	<input type="checkbox"/> Heat	<input checked="" type="checkbox"/> Lawn and shrubbery care
<input type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Snow Removal	<input type="checkbox"/> Water costs over yearly charge
<input type="checkbox"/> Heater maintenance	<input type="checkbox"/> Sewage costs and maintenance	<input type="checkbox"/> Other _____
contract		

B. Tenant will pay for

<input checked="" type="checkbox"/> Cold water	<input checked="" type="checkbox"/> Hot water	<input checked="" type="checkbox"/> Trash removal
<input checked="" type="checkbox"/> Gas	<input checked="" type="checkbox"/> Heat	<input type="checkbox"/> Lawn and shrubbery care
<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/> Snow Removal	<input checked="" type="checkbox"/> Water costs over yearly charge
<input type="checkbox"/> Heater maintenance	<input checked="" type="checkbox"/> Sewage costs and maintenance	<input type="checkbox"/> Other _____
contract		

9. SPECIAL CLAUSES

Any special clauses must comply with the Pennsylvania Plain Language Consumer Contract Act. The Attorney General has not pre-approved any special conditions/additional terms added by Landlord or Tenant after plain language pre-approval of this contract.

10. CONDITION OF PROPERTY

Tenant understands that Landlord will make no repairs, additions, or changes to the property except as follows:

11. RULES AND REGULATIONS

A. Rules for use of the Property are attached.

Yes  No

B. Tenant promises to obey the Rules.

C. Landlord cannot change the Rules unless the change benefits the Tenant or improves the health, safety, or welfare of others.

12. TENANT'S CARE OF PROPERTY

Tenant, Tenant's family and guests agree to obey all laws and Rules that apply to Tenant.

A. Tenant will:

(1) Keep the Property clean and safe.

Tenant Initials 

Landlord Initials \_\_\_\_\_

- (2) Get rid of all trash, garbage and any other waste materials as required by Landlord and the law.

(3) Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property, including any elevators.

(4) Tell Landlord immediately of any repairs needed. Landlord does not have to repair any damage caused by Tenant's willful, careless, or unreasonable behavior.

B. Tenant **will not**:

(1) Keep any flammable materials on the Property.

(2) Willfully destroy or deface any part of the Property.

(3) Disturb the peace and quiet of other tenants.

(4) Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant understands that any changes or improvements will belong to the Landlord.

C. Repairs by Tenant: Tenant will pay to repair any item in or on the Property that costs less than \$       . Tenant also will pay to repair any damage to the Property or to any item in or on the Property that Tenant or Tenant's guests cause through a lack of care.

13. **LANDLORD WILL MAINTAIN PROPERTY**

A. Landlord will keep the Property and common areas in reasonable condition and as required by law.

B. Landlord will keep all the structural parts of the Property in good working order, including:

Ceilings	Roof	Floors	Walls
Steps	Porches	Windows	Doors

C. Landlord will keep all systems, services, facilities, or appliances supplied by Landlord in safe and good working order, including:

Air Conditioning	Sanitary	Electrical	Ventilation
Security	Heating	Water Heating	Plumbing
Drainage			

D. Landlord will keep Property reasonably free of pests, rodents and insects. **This does not apply if Property is a single-family Dwelling.**

E. Landlord will supply utilities and services as listed in paragraph 8 (Utilities and Services) of this Lease, unless the service is interrupted by circumstances beyond the Landlord's control.

F. Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant

(1) complains to a government agency or to Landlord about a building or housing code violation.

(2) Organizes or joins a Tenant's organization.

(3) Uses Tenant's legal rights in a lawful manner.

Tenant Initials

Landlord Initials

Page 3 of 9

**14. LANDLORD'S RIGHT TO ENTER**

- A. Tenant agrees to let Landlord or Landlord's representatives enter the Property at reasonable hours to inspect, repair, or show the Property to prospective buyers.
- B. Landlord will give Tenant 24 hours' notice of date, time, and reason for the visit. In cases of emergency, Landlord may enter Property without notice. If Tenant is not there, Landlord will tell Tenant who was there and why within 24 hours of the visit.

**15. SECURITY DEPOSIT**

- A. Landlord cannot make Tenant pay a security deposit of more than two-month's rent the first year, and one-month's rent after the first year. After five years, the security deposit cannot be raised, even if the rent is raised.
- B. If the security deposit is more than \$100, Landlord must keep it in a special bank account (escrow account) and give Tenant the name and address of the bank.
- C. After the second year (if Tenant continues to live on Property), Landlord must keep the security deposit in an escrow account that earns interest. Landlord may keep 1 percent of the security deposit each year as an administrative fee. Landlord must pay Tenant the balance of the interest once a year.
- D. Landlord can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are Tenant's responsibility.
- E. When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's mailing address where Landlord can return the security deposit.
- F. Landlord will prepare a list of charges for damages and unpaid rents. Landlord may deduct these charges from the security deposit. Landlord must return security deposit and interest (minus any charges to Tenant) within 30 days.

**16. POSSESSION**

- A. Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can
  - (1) change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available; OR
  - (2) end the Lease and have all money already paid as rent or security deposit returned.

**17. RENT INCREASES**

- A. If the Lease is for a term of more than one year, Tenant agrees to pay Tenant's share of any increase in real

Tenant Initials 

Landlord Initials \_\_\_\_\_

- estate taxes and water and sewer charges.
- B. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.
- 18. NO PETS**  
Tenant will not keep any pets on any part of the Property without Landlord's written permission
- 19. SMOKE DETECTORS**
- A. Tenant will maintain and test (monthly) any smoke detectors on the Property.
  - B. Tenant will notify Landlord or Broker for Landlord of any broken smoke detector(s).
  - C. Tenant will pay for any damage to Property if Tenant fails to maintain smoke detectors.
- 20. FIRE OR OTHER DAMAGE**
- A. If the Property is accidentally damaged (fire, flood, etc.):
    - (1) Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then this Lease is ended; OR
    - (2) If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.
  - B. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
  - C. If Tenant, Tenant's family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.
- 21. AFTER NOTICE TO END LEASE**
- A. After Tenant or Landlord has given written notice to end this Lease, Landlord may show Property to possible tenants. Landlord will not show Property unless Tenant is there or has a reasonable chance to be there. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or unless they have written permission from the Landlord.
  - B. Landlord may put up For Sale or For Rent signs on or near Property.
  - C. Tenant agrees to move out peacefully when Lease is ended.
- 22. IF TENANT BREAKS LEASE:**
- A. **Tenant breaks this Lease if:**
    - (1) Tenant does not pay rent or other charges.
    - (2) Tenant leaves Property permanently before the end of this Lease.
    - (3) Tenant does not move out when supposed to.
    - (4) Tenant fails to do anything Tenant agreed to in this Lease.
  - B. **Non-Payment of Rent:** If Tenant breaks Lease by not paying

Tenant Initials 

Landlord Initials \_\_\_\_\_

rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of FIVE DAYS is sufficient. This means that if Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant.

**TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO A LONGER NOTICE TO MOVE OUT.**

C. **Other Lease Violations:** If Tenant breaks any other term of this Lease, Landlord must give Tenant written notice describing the violation and giving Tenant FIVE DAYS to correct the problem. If Tenant does not correct the problem, Landlord can then give Tenant FIVE DAYS' written notice to move from the Property. If Tenant does not move out, Landlord can file a lawsuit to evict Tenant on the sixth day.

**TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.**

D. **If Tenant breaks Lease for any reason, Landlord may:**

- (1) **Get back possession of the Property by going to court to evict Tenant.** If Landlord hires a lawyer to start eviction, Tenant agrees to pay the lawyer's fees and Landlord's reasonable costs.
- (2) **File a lawsuit against Tenant** for rents and charges not paid and for rents and charges for the rest of the Lease term. If Landlord wins (gets a money judgment against Tenant), Landlord can use the court process to take Tenant's personal goods, furniture, motor vehicles, and money in banks.
- (3) **Keep Tenant's Security Deposit.**

**23. SALE OF PROPERTY**

A. If Property is sold, on the date of settlement, Landlord will give Tenant in writing:

- (1) The name, address, and phone number of the new landlord.
- (2) Where rent is to be paid.
- (3) Notice that the security deposit has been given to the new landlord, who will be responsible for it.

B. Tenant agrees that Landlord may transfer Tenant's money and advanced rent to the new landlord.

C. Tenant understands that Landlord will have no duties regarding this Lease after the Property has been sold.

D. Landlord agrees to require any new landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.

**24. IF GOVERNMENT TAKES PROPERTY**

A. The government or other public authority can take private property for public use. The taking is called

Tenant Initials



Landlord Initials \_\_\_\_\_

condemnation.

- B. If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advanced rent.
  - C. No money paid to Landlord for the condemnation of the Property will belong to Tenant.
25. **SUBLEASING AND TRANSFER**
- A. Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
  - B. Tenant may not transfer this Lease or sublease (rent to another person) this Property without Landlord's written permission. Landlord will be reasonable about giving written permission.
26. **TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER.** Landlord may have a mortgage on the Property. If so, Landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease.)  
**TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.**

27. **MEDIATION**

- A. Mediation is a way of resolving problems. A mediator helps the disputing parties reach an agreeable solution without having to involve the courts.
- B. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program. Landlord and Tenant can agree to mediation as part of this Lease (by signing a mediation form to attach to this Lease), or they can sign an agreement to mediate after a dispute arises.

28. **INSURANCE AND RELEASE**

- A. Tenant understands that
  - (1) LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY, OR GUESTS.
  - (2) TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.
- B. Landlord is not legally responsible for any injury or damage that occurs on the Property and Tenant agrees to pay any loss or claim, including attorney's fees, that results from the damage or injury.
- C. Landlord is responsible for any injury or damage that results from Landlord's carelessness.

Tenant Initials



Landlord Initials



D. Tenant is responsible for any loss to Landlord that Tenant, Tenant's family or guests cause.

29. **CAPTIONS**

The headings in this Lease are meant only to make it easier to find the paragraphs.

30. **NOTICES.** All notices required to be given by Landlord to Tenant in accordance with the terms and provisions of this Lease, shall be given in writing and sent by regular first class mail to Tenant's address as follows:

\_\_\_\_\_. In the event of an emergency Landlord is authorized to contact Debra Scott whose address and telephone number are as follows:  
591-1911

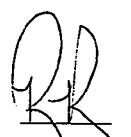
31. **CONSUMER NOTICE**

Tenant and Landlord have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.

32. **ENTIRE AGREEMENT**

This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease.

33. Tenant agrees to have carpet professionally cleaned by Stanley Steamer or Miller Cleaning upon vacating.



Tenant Initials

Landlord Initials \_\_\_\_\_

NOTICE BEFORE SIGNING: IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO CONSULT AN ATTORNEY.

WITNESS *Allen J. Scott* TENANT *John D. Taylor* DATE 2-24-04  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_  
WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
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Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_

**Brokers' /Licensees' Certifications**

Brokers and Licensees involved in the transaction certify, by signing here that:

The information given is true to the best of their knowledge.

BROKER FOR TENANT (Company name)

ACCEPTED BY *Allen J. Scott*

DATE 2-24-04

BROKER FOR LANDLORD (Company name)

ACCEPTED BY \_\_\_\_\_

DATE \_\_\_\_\_

**LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

As part of payment received by Owners (Landlord)

(name of current Landlord)

now transfers to \_\_\_\_\_

(name of new Landlord)

his heirs and estate, this Lease and the right to receive the rents and other benefits.

WITNESS \_\_\_\_\_

LANDLORD \_\_\_\_\_

DATE \_\_\_\_\_

WITNESS \_\_\_\_\_

LANDLORD \_\_\_\_\_

DATE \_\_\_\_\_

WITNESS \_\_\_\_\_

LANDLORD \_\_\_\_\_

DATE \_\_\_\_\_

James A. Naddo

ATTORNEY AT LAW

CLEARFIELD, PENNSYLVANIA 16830

- Lap over margin

KCL ENTERPRISES  
PO Box 21  
Curwensville, PA 16833

RESIDENTIAL LEASE

1. This LEASE, dated this 24 day of February, <sup>2004</sup> ~~2003~~ is  
between Allen R. Dwyer called  
"Tenant," and KCL ENTERPRISES  
called "Landlord."
2. PROPERTY  
Landlord agrees to rent to Tenant the following Property:  
32 Millcreek Drive McEwens PA
3. STARTING AND ENDING DATES OF LEASE (ALSO CALLED "Term")  
A. Starting Date: This Lease starts on 2-24-04,  
at 12 Noon.  
B. Starting Date: This Lease ends on 8-31-04,  
at 12 Noon.
4. RENEWAL TERM  
This Lease will automatically renew for a term of  
N/A at the Ending Date unless:  
A. Tenant gives Landlord \_\_\_\_\_ days' written notice before  
Ending Date or before the end of any Renewal Term, OR  
B. Landlord gives Tenant \_\_\_\_\_ days' written notice before  
Ending Date or before the end of any Renewal Term.  
C. For Month-to-Month Leases Only: Either Landlord or  
Tenant may end a month to month Lease by giving 30 days'  
written notice on or before the day the next rent is due.
5. RENT  
A. The total amount of rent due over the  
term of this Lease is \$ 5087.50  
B. The total rent due each month is \$ 325.00  
C. Rent is due on or before the 1  
day of the month.  
D. Tenant pays a late charge of \$ 10.00 a day  
if rent is more than 5 days late.  
E. Tenant makes payment to: KCL ENTERPRISES  
Address P. O. BOX 21, CURWENSVILLE, PA 16833
6. BEFORE MOVING IN, TENANT PAYS  
A. Part of the month's rent if  
Tenant takes possession before  
First regular due date 27.50 @ day \$ 137.50  
B. First month's rent \$ 825.00  
C. Other: Resistor's Commission \$ 825.00

Tenant Initials RQ

Landlord Initials  

Page 1 of 9

D. Security Deposit, on deposit

at: \_\_\_\_\_

(name of bank) \_\_\_\_\_

\$ \_\_\_\_\_

\$ 825.00

PC 2/28/81  
CIV 1523

Total rent and security deposit

received to date

\$ \_\_\_\_\_

Total amount due before

Tenants move in

\$ 2612.50

7. USE OF PROPERTY

A. Tenant will use Property as a residence

B. Not more than 4 people will live on property.

8. UTILITIES AND SERVICES

A. Landlord will pay for

<input type="checkbox"/> Cold water	<input type="checkbox"/> Hot water	<input type="checkbox"/> Trash removal
<input type="checkbox"/> Gas	<input type="checkbox"/> Heat	<input checked="" type="checkbox"/> Lawn and shrubbery care
<input type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Snow Removal	<input type="checkbox"/> Water costs over yearly charge
<input type="checkbox"/> Heater	<input type="checkbox"/> Sewage costs	<input type="checkbox"/> Other _____
— maintenance	— and maintenance	
contract		

B. Tenant will pay for

<input checked="" type="checkbox"/> Cold water	<input checked="" type="checkbox"/> Hot water	<input checked="" type="checkbox"/> Trash removal
<input checked="" type="checkbox"/> Gas	<input checked="" type="checkbox"/> Heat	<input type="checkbox"/> Lawn and shrubbery care
<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/> Snow Removal	<input checked="" type="checkbox"/> Water costs over yearly charge
<input type="checkbox"/> Heater	<input checked="" type="checkbox"/> Sewage costs	<input type="checkbox"/> Other _____
— maintenance	— and maintenance	
contract		

9. SPECIAL CLAUSES

Any special clauses must comply with the Pennsylvania Plain Language Consumer Contract Act. The Attorney General has not pre-approved any special conditions/additional terms added by Landlord or Tenant after plain language pre-approval of this contract.

10. CONDITION OF PROPERTY

Tenant understands that Landlord will make no repairs, additions, or changes to the property except as follows:

11. RULES AND REGULATIONS

A. Rules for use of the Property are attached.

Yes  No

B. Tenant promises to obey the Rules.

C. Landlord cannot change the Rules unless the change benefits the Tenant or improves the health, safety, or welfare of others.

12. TENANT'S CARE OF PROPERTY

Tenant, Tenant's family and guests agree to obey all laws and Rules that apply to Tenant.

A. Tenant will:

(1) Keep the Property clean and safe.

Tenant Initials GR

Landlord Initials \_\_\_\_\_

- (2) Get rid of all trash, garbage and any other waste materials as required by Landlord and the law.
- (3) Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property, including any elevators.
- (4) Tell Landlord immediately of any repairs needed. Landlord does not have to repair any damage caused by Tenant's willful, careless, or unreasonable behavior.

B. Tenant will not:

- (1) Keep any flammable materials on the Property.
- (2) Willfully destroy or deface any part of the Property.
- (3) Disturb the peace and quiet of other tenants.
- (4) Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant understands that any changes or improvements will belong to the Landlord.

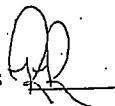
C. Repairs by Tenant: Tenant will pay to repair any item in or on the Property that costs less than \$       . Tenant also will pay to repair any damage to the Property or to any item in or on the Property that Tenant or Tenant's guests cause through a lack of care.

13. LANDLORD WILL MAINTAIN PROPERTY

- A. Landlord will keep the Property and common areas in reasonable condition and as required by law.
- B. Landlord will keep all the structural parts of the Property in good working order, including:

Ceilings	Roof	Floors	Walls
Steps	Porches	Windows	Doors
- C. Landlord will keep all systems, services, facilities, or appliances supplied by Landlord in safe and good working order, including:

Air Conditioning	Sanitary	Electrical	Ventilation
Security	Heating	Water Heating	Plumbing
Drainage			
- D. Landlord will keep Property reasonably free of pests, rodents and insects. This does not apply if Property is a single-family dwelling.
- E. Landlord will supply utilities and services as listed in paragraph 8 (Utilities and Services) of this Lease, unless the service is interrupted by circumstances beyond the Landlord's control.
- F. Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant
  - (1) complains to a government agency or to Landlord about a building or housing code violation.
  - (2) Organizes or joins a Tenant's organization.
  - (3) Uses Tenant's legal rights in a lawful manner.

Tenant Initials 

Landlord Initials 

14. LANDLORD'S RIGHT TO ENTER

- A. Tenant agrees to let Landlord or Landlord's representatives enter the Property at reasonable hours to inspect, repair, or show the Property to prospective buyers.
- B. Landlord will give Tenant 24 hours' notice of date, time, and reason for the visit. In cases of emergency, Landlord may enter Property without notice. If Tenant is not there, Landlord will tell Tenant who was there and why within 24 hours of the visit.

15. SECURITY DEPOSIT

- A. Landlord cannot make Tenant pay a security deposit of more than two-month's rent the first year, and one-month's rent after the first year. After five years, the security deposit cannot be raised, even if the rent is raised.
- B. If the security deposit is more than \$100, Landlord must keep it in a special bank account (escrow account) and give Tenant the name and address of the bank.
- C. After the second year (if Tenant continues to live on Property), Landlord must keep the security deposit in an escrow account that earns interest. Landlord may keep 1 percent of the security deposit each year as an administrative fee. Landlord must pay Tenant the balance of the interest once a year.
- D. Landlord can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are Tenant's responsibility.
- E. When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's mailing address where Landlord can return the security deposit.
- F. Landlord will prepare a list of charges for damages and unpaid rents. Landlord may deduct these charges from the security deposit. Landlord must return security deposit and interest (minus any charges to Tenant) within 30 days.

16. POSSESSION

- A. Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can
  - (1) change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available; OR
  - (2) end the Lease and have all money already paid as rent or security deposit returned.

17. RENT INCREASES

- A. If the Lease is for a term of more than one year, Tenant agrees to pay Tenant's share of any increase in real

Tenant Initials 

Landlord Initials 

estate taxes and water and sewer charges.

- B. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.

18. NO PETS

Tenant will not keep any pets on any part of the Property without Landlord's written permission

19. SMOKE DETECTORS

- A. Tenant will maintain and test (monthly) any smoke detectors on the Property.
- B. Tenant will notify Landlord or Broker for Landlord of any broken smoke detector(s).
- C. Tenant will pay for any damage to Property if Tenant fails to maintain smoke detectors.

20. FIRE OR OTHER DAMAGE

- A. If the Property is accidentally damaged (fire, flood, etc.):
- (1) Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then this Lease is ended; OR
- (2) If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.
- B. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
- C. If Tenant, Tenant's family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

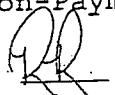
21. AFTER NOTICE TO END LEASE

- A. After Tenant or Landlord has given written notice to end this Lease, Landlord may show Property to possible tenants. Landlord will not show Property unless Tenant is there or has a reasonable chance to be there. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or unless they have written permission from the Landlord.
- B. Landlord may put up For Sale or For Rent signs on or near Property.
- C. Tenant agrees to move out peacefully when Lease is ended.

22. IF TENANT BREAKS LEASE:

- A. Tenant breaks this Lease if:
- (1) Tenant does not pay rent or other charges.
- (2) Tenant leaves Property permanently before the end of this Lease.
- (3) Tenant does not move out when supposed to.
- (4) Tenant fails to do anything Tenant agreed to in this Lease.
- B. Non-Payment of Rent: If Tenant breaks Lease by not paying

Tenant Initials



Landlord Initials

rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of FIVE DAYS is sufficient. This means that if Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant.

TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO A LONGER NOTICE TO MOVE OUT.

C. Other Lease Violations: If Tenant breaks any other term of this Lease, Landlord must give Tenant written notice describing the violation and giving Tenant FIVE DAYS to correct the problem. If Tenant does not correct the problem, Landlord can then give Tenant FIVE DAYS' written notice to move from the Property. If Tenant does not move out, Landlord can file a lawsuit to evict Tenant on the sixth day.

TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.

D. If Tenant breaks Lease for any reason, Landlord may:

- (1) Get back possession of the Property by going to court to evict Tenant. If Landlord hires a lawyer to start eviction, Tenant agrees to pay the lawyer's fees and Landlord's reasonable costs.
- (2) File a lawsuit against Tenant for rents and charges not paid and for rents and charges for the rest of the Lease term. If Landlord wins (gets a money judgment against Tenant), Landlord can use the court process to take Tenant's personal goods, furniture, motor vehicles, and money in banks.
- (3) Keep Tenant's Security Deposit.

23. SALE OF PROPERTY

- A. If Property is sold, on the date of settlement, Landlord will give Tenant in writing:
  - (1) The name, address, and phone number of the new landlord.
  - (2) Where rent is to be paid.
  - (3) Notice that the security deposit has been given to the new landlord, who will be responsible for it.
- B. Tenant agrees that Landlord may transfer Tenant's money and advanced rent to the new landlord.
- C. Tenant understands that Landlord will have no duties regarding this Lease after the Property has been sold.
- D. Landlord agrees to require any new landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.

24. IF GOVERNMENT TAKES PROPERTY

- A. The government or other public authority can take private property for public use. The taking is called

Tenant Initials

Landlord Initials

condemnation.

- B. If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advanced rent.
  - C. No money paid to Landlord for the condemnation of the Property will belong to Tenant.
25. SUBLEASING AND TRANSFER
- A. Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
  - B. Tenant may not transfer this Lease or sublease (rent to another person) this Property without Landlord's written permission. Landlord will be reasonable about giving written permission.
26. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER. Landlord may have a mortgage on the Property. If so, Landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease.)  
TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.

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Tenant and Landlord have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.
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This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease.

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Tenant Initials 

Landlord Initials \_\_\_\_\_

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WITNESS Allen J. Scott TENANT John D. Dwyer DATE 2-24-04  
Tenant's Mailing Address \_\_\_\_\_ SS# \_\_\_\_\_  
Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_  
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Phone #s \_\_\_\_\_ FAX # \_\_\_\_\_ E-Mail \_\_\_\_\_

Brokers'/Licensees' Certifications

Brokers and Licensees involved in the transaction certify, by signing here that:

The information given is true to the best of their knowledge.

BROKER FOR TENANT (Company name)

ACCEPTED BY Allen J. Scott

DATE

BROKER FOR LANDLORD (Company name)

ACCEPTED BY \_\_\_\_\_

DATE

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

As part of payment received by Owners (Landlord) \_\_\_\_\_  
(name of current Landlord)

now transfers to \_\_\_\_\_

(name of new Landlord)

his heirs and estate, this Lease and the right to receive the rents and other benefits.

WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER,  
t/d/b/a KCL ENTERPRISES,  
Plaintiff,

v.

ROBIN A. ROYER,  
Defendant.

\* No. 04 - 1090 - CD

\* Type of Pleading:

\* **PLAINTIFF'S 2<sup>nd</sup> AMENDED  
PRE-TRIAL MEMORANDUM**

\* Filed on behalf of:  
\* Plaintiff

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* 207 East Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

RECEIVED

MAY 05 2005

COURT ADMINISTRATOR'S  
OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
v. \* No. 04 - 1090 - CD  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

**AMENDED PRE-TRIAL MEMORANDUM**

III. Witnesses.

A. Scott Moore  
32 Overlook Drive  
DuBois, PA 15801

B. Linda Moore  
32 Overlook Drive  
DuBois, PA 15801

Respectfully submitted,

  
\_\_\_\_\_  
James A. Naddeo, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KENNETH C. LEZZER, \*  
t/d/b/a KCL ENTERPRISES, \*  
Plaintiff, \*  
\*  
v. \* No. 04 - 1090 - CD  
\*  
ROBIN A. ROYER, \*  
Defendant. \*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Plaintiff's Amended Pre-Trial Memorandum filed in the above-captioned action was served on the following person and in the following manner on the 4<sup>th</sup> day of May, 2005:

First-Class Mail, Postage Prepaid

Ms. Robin A. Royer  
1160 Oklahoma-Salem Rd.  
DuBois, PA 15801

Joseph Colavecchi, Esquire  
221 East Market Street  
Clearfield, PA 16830

John R. Lhota, Esquire  
110 North Second Street  
Clearfield, PA 16830

Christopher E. Mohney, Esquire  
90 Beaver Drive Box 6  
DuBois, PA 15801

  
\_\_\_\_\_  
James A. Naddeo, Esquire  
Attorney for Plaintiff