

Apartment Lease

COVERSHEET

NOTICE TO TENANTS: This contract sets forth all of the terms of your Lease. By signing this Lease, you are giving up certain rights and taking on certain legal duties. If you violate any term on this Lease, you may be evicted and sued for money. Be sure that you understand this Lease before you sign it or have it reviewed by someone who can explain it to you.

Terminology: The term "Tenant" refers to all Tenants of the premises, male or female, singular and plural, individually and collectively. "Guarantors" are also singularly, severally and are collectively responsible for this Lease. The term "Landlord" refers to the management of Zukin Realty.

LANDLORD: ZRI Management Inc., DBA, Zukin Realty authorized agent for Property Owner of Record

Office Address: 121 E. Gay Street
West Chester, PA 19380
Ph. (610) 696-0953
Fax: (610) 696-0117

Billing Address: P.O. Box 883
West Chester, PA 19381

TENANT:
GUARANTOR(S):

PREMISES:
DATE PREPARED:
LEASE TERM BEGINS:

TERM:
TERM ENDS:

Spokesperson's name on this Lease is:
Spokesperson's email address:

***Should email address and/or contact information of Spokesperson change during lease term he/she is responsible to notify the Landlord**

The spokesperson is the selected representative for your apartment and who will be responsible for, but not limited to, sending rent (one check only) by **first day of the month**, communicating or reporting problems, receiving and distributing security deposit refunds. Notice to Spokesperson will be sufficient, for all parties pursuant to section 24. **All security monies are held collectively in the Spokesperson's escrow account.**

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(Special Addendum's on pets/parking are attached if applicable)

RESIDENTIAL LEASE

This Lease prepared
and is for and between Tenant(s)

and Guarantors

and **Zukin Realty, Agent/ Manager, PO Box 883, West Chester, PA 19381-0883**, hereinafter called
Landlord.

1. PROPERTY

Landlord agrees to rent to Tenant the following **NON-SMOKING** property (premises):

With the following improvements:

2. TERM: STARTING AND ENDING DATES OF LEASE

A. **Starting Date:** 5:00 PM on: Date:

B. **Ending Date:** 11:00 AM on: Date:

C. **Term of Lease Agreement:**

3. RENEWAL TERM

If Lease is automatically renewed TENANT will be responsible for his share of any increases in current market rate for utilities, taxes or rent.

This lease will automatically renew for a term of 90 **days** at the Ending Date of the LEASE unless:

A. **Tenant gives Landlord notice by:**

1) Tenant must give Landlord a minimum of 90 day written notice prior to lease ending date
(-OR-)

2) **Student lease ONLY:** If Lease end date is May, June, July or August of termination year, Tenant must give Landlord written notice by October 15, 2020

B. **Landlord gives Tenant notice by:**

1) Landlord gives Tenant a *minimum of 30 days written notice before Lease Ending Date* or before the end of any Renewal Term.

4. RENT:

The total amount of rent payments due over the term of this lease is:	
Total Installment base rent	
Plus Utilities	
Extra Tenant Fee	
Trash Fee (when applicable)	
Pet Fee	
Misc.	
EQUAL INSTALLMENT PAYMENTS OF	

A. Rent is due on or before the **first day** of each month via your Appfolio online portal, cash, check or money order. If paying by check, only one check is accepted for the entire amount. Cash payments will only be accepted in the office during normal business hours. Late charge of ten percent (10%) will be charged to the tenant if rent is more than 5 days late. Landlord is not required to invoice tenant monthly. To avoid default (Section 23A) pay all charges as described in this lease by the first day of each month.

B. If a check is returned for insufficient funds, a \$75.00 fee will be charged to the tenant. In addition, all future rent payments will only be accepted in the form of a Cashier's check, cash or money order.

C. If tenant is in default of lease agreement, and "Notice to Quit" is posted, a \$100.00 fee will be charged to the tenant.

5. AMOUT DUE BEFORE MOVING IN:

	PAID	DUE
First Month's base rent due / or (See B) below		
Partial, prorated rent, previous lease rent		
Charged monthly utilities plus applicable additional fees		
Parking or garages if applicable		
Miscellaneous (i.e. application fee, administrative costs)		
Security Deposit: TOTAL \$ (in security account)		
*		
TOTAL AMOUNT DUE BEFORE TENANT MOVES IN		

6. USE OF PROPERTY

- A. Tenant will use Property as a residence ONLY
 B. Tenant and Guests will abide by all Rules and Regulations and Terms of Lease
 C. Not more than _____ person(s) will live in the property.
Occupant Name(s):

- D. Any guest living more than 7 consecutive days must be registered with the Landlord. A fee of \$250.00 per month or portion thereof will be charged for each person living at the property not listed under Section 6C (above).

This is a STUDENT lease: ____/____/____/____ (**Tenant initial**) By initialing, you are acknowledging that two or more tenants in this property are students. According to the Borough Ordinance, a Student is defined as “An individual who is enrolled or has made application and been accepted at a university, college or trade school and is taking at least six credit hours and whose primary occupation is as a student or who is on a semester or summer break from studies at a college, university or trade school. The term “student” shall apply to both undergraduate and graduate students alike. The Borough Code further defines a “Student Home”, as: A living arrangement for at least two students to a maximum of four students unrelated by blood, marriage or legal adoption. (Ord. No. 5-2001) If you fail to inform Zukin Realty of any changes of your status (student / non student) or the information provided on the application is found to be false, you may be evicted and continue to owe rents and charges for the balance of the lease term.

This is a NON-STUDENT lease ____/____/____/____ (**Tenant initial**)

This is a STUDENT lease for 1 student living in a NON-STUDENT apartment ____ (**Tenant initial**)

7. ALL UTILITIES PAID BY TENANT

Tenant is responsible for all utilities. If “fuel type” (electric, gas, oil, propane) appliances and meter numbers are listed incorrectly during tenancy, tenant remains responsible for all utilities for this premises for the remaining lease term. Any gas or electric used for appliances will be paid / billed to Tenant (by PECO)

A. Apartment has:

- ☐ Fuse box
☐ Circuit breakers

Location:

B. Cold Water/ Sewage

- ☐ Billed by Landlord monthly and divided by number of tenants in the building.
☐ Billed by Landlord monthly according to actual meter reading of actual unit.

C. Hot Water Heater

D. Heat

E. Combination Heat and Hot Water

Gas Heat/Gas Hot Water Heater

- F. Landlord will bill tenant: Heat and Hot Water charge is subject to change if the cost of the utility increases more than 10% from our projection. Should Landlord choose to install individual meters for Heat and Hot Water, tenant will be notified and will be responsible to put their own individual meter in their name. Tenant would be billed directly by the Utility Company

G. **Charges / Administrative Fees:**

If Landlord notifies the Tenant of a violation of this lease, the condition is not corrected, and requires additional notification, an administrative fee of \$100.00 per occurrence may be charged to the Tenant. If the violation is severe, there will be no warning before being charged and Zukin Realty will notify authorities as we see fit.

H. **Life Safety Fee: Section 16**

I.	TOTAL Charged Utilities Added to Base Rent	
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J. **Additional sums due:**

All sums payable by Tenant under this Lease, whether or not stated to be rent or additional rent, including but not limited to the following: all fees, heat, water/sewer, electricity, gas, oil, parking, maintenance and repairs, shall be due and payable as rent with the next monthly rental payment occurring following the date that Landlord bills tenant, but not less than ten days. The failure to pay such sums shall entitle Landlord to the same rights and remedies available for the failure of the Tenant to pay rent. Landlord will add a late fee of 10% to these additional rent charges if not paid within the five-day grace period.

8. **UTILITIES AND SERVICES MAINTAINED BY THE LANDLORD:**

- Trash removal
- Public lighting
- Maintenance/ testing of all public smoke alarms and extinguishers/ battery replacements (Section 19)
- Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlord's control.

9. **APPLIANCES PROVIDED BY LANDLORD:**

G=Gas E=Electric O=Oil C=Coin operated BB=Baseboard FA=Forced Air R=Radiator HP= Heat Pump

	Cooking range (G / E)		Heating type: (BB/ FA/ R/ HP)
	Refrigerator		Heating fuel: (G/ O/ E)
	Washer (E/ C)		Dishwasher
	Hot Water heater (G/ E/ O)		Dryer (E/ G/ C)
	Central air		# of Air conditioner units

10. **SECURITY DEPOSIT**

→Security deposit cannot be used as final month's rent ←

- A. Before Tenant may move into the above premises, Tenant must post a security deposit in the amount shown (Refer to 5- F) which is held in total under the Spokesperson's (Lease coversheet) Escrow account. If Tenant violates any portion of this Lease the Landlord may use the security deposit to make up for any shortage or loss to pay for any past due rent, utilities, lost keys and/or damages. **The security deposit may not be refunded should tenant(s) break lease agreement. Security deposit may go toward costs to advertise and get apartment re-rented.**
- B. If Tenant fully performs the terms of this Lease, Landlord will return the security deposit in full to the Spokesperson within thirty days after lease termination date. The contact person named on page one must provide the Landlord with their forwarding address prior to vacating the premises. Spokesperson named on

page one will be responsible for the redistribution of the security deposit refund check.

- D. Protect your credit rating by making sure that this lease is properly performed. This assures that your security deposit will be refunded in full and also it enables us, as your Landlord, to report that your credit is of good standing. A good Credit reference from us is needed if we are contacted in the future by a new Landlord (if you are re-renting) or by a Mortgage Company (if you are buying).

11. POSSESSION / MOVING IN:

- A. Tenant may NOT move in until the lease is fully executed by all Parties and all outstanding monies due are paid in full by money order or Cashier's Check, within seven (7) days of move-in date.

12. PARKING / VEHICLE INFORMATION

- A. Any vehicle illegally parked and/or vehicle that does not have current registration and inspection, on any Zukin Realty lot(s) will be towed at the owner's expense. Should tenant sign a parking lease with Zukin Realty that lease is considered an attachment to this Residential Lease. A default of the parking lease shall constitute a default of this Lease
- B. Tenant agrees not to change oil or do auto repair on the premises

13. NO PETS:

- A. No pets are allowed. It is a violation of your lease to have animals of any kind in your apartment except fish in aquariums of 10 gallons or less. Landlord has the right to remove any pet found on the Premises. Tenant will pay the cost of such removal. Landlord has the right to terminate this Lease and/or retain security deposit funds for damages should unauthorized pets be found on the Premises

- B. See attached Pet Addendum if applicable.

14. TENANTS CARE OF PROPERTY

- A. See also Rules and Regulations (#17)

1) TRASH / RECYCLING:

Dispose of all trash, garbage and other waste materials as required by the Landlord and the Law. Lessee agrees to place no trash, garbage or trash containers on patios, stoops, hallways, stairs, laundry rooms and/or fire escapes. It is the responsibility of the tenant to place trash and recycling in separate containers at each designated location. Each Tenant is responsible for maintaining his/her trash container(s), making sure lid is attached and securely closed at all times and container remains at the correct location. No hazardous materials or chemicals will be kept on the property. The tenant is responsible for any fines obtained from the Borough. Tenants will be charged \$20.00 per bag for any improperly stored refuse and will be charged labor costs for the removal of any bulk items. **Location of trash receptacles at this premises is _____.**

2) REPORT REPAIRS:

Immediately inform Landlord of any repairs needed and of any potentially harmful health or environmental conditions. Immediately inform Landlord of any running faucets or toilets. Landlord is not required to repair any damage caused by unreported plumbing or roofing leaks. It will become the liability of the Tenant who must pay for the damages caused by his neglect in not reporting the problem.

3) PAINT:

Should Tenant wish to touch up or repair damage, Tenant must contact our office before starting any painting for proper color and brand of paint used in apartment. No other colors are permitted on the walls, trim, cabinetry or doors. Wallpapering, stenciling or application of any other materials (including contact paper) is strictly forbidden.

4) LOST KEYS / LOCKS:

Report the missing or lost keys immediately. To replace a lost door or mailbox key there will be a \$25.00 charge. A service call made to unlock your door to retrieve keys locked inside the apartment will be

Monday - Friday:	8:00 a.m. – 5:00 p.m.	\$15.00
	5:00 p.m. – 10:00 p.m.	\$50.00
	10:00 p.m. – 8:00 a.m.	\$100.00
Saturday and Sunday:	all hours	\$100.00

No one except Landlord is allowed to replace and re-install new door locks. There will be a \$65.00 charge for new locks. Should bedroom door locks be desired you must request installation from the Landlord. Upon any inspections to the apartment, should a door be locked and landlord cannot gain access and be required to return to gain access, a fee of \$50.00 will be issued to the tenant. Landlord will give a 24 hour minimum notice for any inspection unless an emergency.

5) FLOORING:

Tenant must cover hardwood floors with throw rugs to prevent scratches from moving furniture, etc. If any part of furniture is sitting directly on hardwood floors, insert a coaster to prevent marks and indentations on the hardwood. Tenant will be charged the actual costs to have hardwood floors professionally repaired or refinished due to any scratches or damages found on flooring. Tenant will be charged the actual costs to have carpeted floors replaced should they be stained or torn.

6) WASHERS/DRYERS:

No heavy items including but not limited to: comforters, blankets, sleeping bags, throw rugs, bedspreads or down items may be laundered on premises. Lint trap must be cleaned out on a regular basis. **Do not** overstuff your washing machine. If it is found that damage to the appliance or water leakage/damage is done due to excessive lint, over stuffing, or any reasons mentioned tenant will be charged actual costs.

7) PEST CONTROL:

Infestation of bugs and vermin, excluding termites and other wood destroying pests, shall be deemed to be damage to the Premises/Property caused by the Tenant which shall be rectified at the cost to Tenant by the hiring of a licensed and certified pest control professional. Tenant represents that, at the time Tenant takes possession of the Unit, Tenant will not bring bedbugs, fleas, or other pests into the Premises. In the event that the Unit or Premises is in need of extermination services due to bedbugs, fleas or other transportable pests, Tenants shall be fully responsible for all costs to exterminate for such bedbugs, fleas and pests and will follow all direction of the exterminating company retained by Landlord with respect to removal, disposal or cleaning, as the case may be, of Tenant's personal property, including temporarily vacating the Premises and removal and cleaning of personal belongings.

8) HEAT:

Tenant must maintain a minimum temperature of 55 degrees in both the kitchen and the bath(s) during the winter months to avoid the freezing of pipes. In order to conserve energy costs, all thermostats must be set no higher than 72 degrees. Once heating season begins in September/October, Tenant agrees to put storm windows in adown position (if windows have storm window/screen combinations). If you have a problem, contact the office immediately. The Lessee agrees not to open windows during the heating season. If temperature is too high in areas of apartment, call the office and a maintenance man will adjust the temperature. **Anyone violating this policy will be charged an excess utility fee of \$50.00 each occurrence.** This charge is to be considered collectible by Lessor on the same basis as rentals under the terms of this lease. Thermostats that control more than one apartment must be maintained by Lessor only. **Under no circumstances will wood burning units or kerosene heaters be permitted in the apartment or garage.**

9) PLUMBING:

Tenant may not use plumbing fixtures, toilets or other water appliances for any purpose other than those for which they were constructed. Tenant is not permitted to flush food, newspaper, paper towels, sanitary hygiene products, cat litter, or trash down the toilet. **Do not utilize any toilet bowl cleaners that are installed in the holding tank. A cleaner that is installed inside the bowl is permitted.** Tenant should, at all times, utilize hair restraint appliance in all drains where loose hair could create clogged drains. Do not utilize any liquid drain products in any fixtures. If damage is done due to the use of drain products, tenant will be charged for damage done to the system. Tenant will be responsible for all repairs if improper items are not properly disposed of and flushed down into toilets. Calling a plumber to clean a clogged drainpipe could cost in excess of **\$150.00** and will be paid by the Tenant in the event of improper use. It is advised that the tenant purchase a plunger to aid in prohibiting possible fees for a clogged drain.

10) APPLIANCES:

Tenant may not replace or install any appliances in the Premises. Tenant must call landlord and set up a time for landlord to install an air conditioning unit. Generally all units will be installed in windows in April and uninstalled in October of the year(s) of occupancy.

11) ELECTRICAL:

Done *only* by Zukin Realty. Call Landlord.

12) TELEPHONE/CABLE:

Interior lines/wiring: Done only by Zukin Realty. Call Landlord. If Tenant elects to call the chosen "cable or phone provider" ie. Verizon, Comcast, etc., for interior lines, wiring or emergencies Tenant shall be liable for payment in full (bill) to the "provider" for the service call and labor. Tenant shall not cause any cable or satellite dish to be installed without written permission of Landlord

13) WALLS:

Tenant must not install screws or nails that exceed 1 inch in length without getting permission from Landlord. If damage occurs tenant is responsible for all costs. (Section 19,I) Protect all hallways, stairways and entries when moving large objects with padding, thus not creating any scrapes or other damages to the walls and stairs.

14) BLINDS:

Standard white mini blinds will be provided as a standard fixture on every window in each apartment. Should you move in and blinds are missing, please contact the office right away. Tenant may install additional blinds, shades and/or awnings, but they will remain at the property when Tenant vacates and become the property of the Landlord. Drapery and curtain rod hardware will also remain.

15) REPAIRS / MAINTENANCE:

Tenant will pay 100% of the costs of all repairs and/or damage of any kind due to the lack of care, neglect or abuse by Tenant or Tenant's guests. Refer to Section 19, I Tenant is responsible for the first \$100.00 of all basic appliance repairs. Exception is if the appliance is older than 5 years.

16) VISITORS:

Tenant and Guarantors agree to be liable and responsible for all minors and/or guests and pay all charges for any damages caused by minors and/or guests. If a guest is staying at the apartment for more than seven (7) consecutive days, tenant is required to inform Landlord. Otherwise, Tenant will pay an additional \$250.00 per month, OR ANY PORTION THEREOF per occupant for occupants not on this Lease. If the visitor remains in the apartments longer than one month, he/she must go through the application process and be approved as a tenant. (*Refer to # 22 Changing Tenants/Subleasing*)

15. LANDLORD - CARE OF THE PROPERTY:

- A. Refer to Paragraph 32
- B. Landlord will keep the premises and common areas in reasonable condition and as required by Law.
- C. Landlord will keep all the structural parts of the premises in good working order including ceilings, roofs, floors, walls, steps, porches, windows and doors.
- D. Landlord will keep all systems, services and facilities supplied by the Landlord in safe and good working condition (unless abused by Tenant or his guests and unless there is a failure in service from Utility Company), which shall include air conditioning, security, electrical, plumbing, ventilation, sanitary, drainage, water, water heating and heating (September 30th - May 1st, weather permitting).

16. LIFE SAFETY

Fire Alarms, Sprinklers

- A. All alarms and extinguishers are tested annually by Landlord.
- B. Smoke and Carbon Monoxide Detectors have been installed in the unit according to local ordinance. Tenant must test the smoke and carbon monoxide detector monthly. Call Landlord immediately and send in a written maintenance request should there be any issues or malfunctions.
- C. It is against the Law to tamper with or set off smoke alarms or fire extinguishers. Any Tenant or his guests found to be in violation will be charged \$75.00 per hour of emergency service to remedy or repair damages and pay any fines. Additional fees may be charged by the police or fire department for reporting to a "false alarm." will also be charged to the tenant. This fine is usually \$300.00 per occurrence. Smoke alarms may be set off a number of ways, including but not limited to: excessive cigarette smoke, illegal smoke, burning food, fumes painting and sanding. A "Matter of Record" will be filed by the Landlord against the Tenant / guests with both the local police and fire department as this is a criminal offense.

- D. Failure to notify Landlord or Landlord's agent of any fire alarms that are sounding or beeping or which are broken or malfunctioning is a breach of this Lease.**
- E. DO NOT TOUCH, REMOVE OR ATTEMPT TO REPAIR ANY SOUNDING ALARM.**

Security

A. Tenant initial below: Tenant is obligated and responsible to keep all lobby doors to the building and apartment door locked and secured at all times. The Landlord is not responsible for theft, injury or other damages to tenants possessions and tenants guests, should such occur. Excessive loud music, disruptive conduct, parties, fireworks, or noise generated from the premise by either the Tenant or his guests is not permitted. Neither shall you commit or permit any act which will unreasonably interfere with the rights, comfort or convenience of other tenants. If this occurs, the Police will be called and this will be considered a breach of this Lease. From time to time a Security Officer may be patrolling common areas of each property. If Tenant or Tenant's guests are the cause of disrupting the common peace of the building, officers will issue a warning which may be followed by a fine. The following is the fee schedule that will apply.

1. \$250.00 for security service response to apartment, first offense
2. \$500.00 for security service response to apartment, second offense
3. \$750.00 for security service response to apartment and grounds for immediate eviction, third offense
4. \$100.00 for lease violation notifications from office, implemented upon second offense

B. An annual Life Safety Fee of \$30.00 will be deducted from your security deposit. Fire Alarms, Sprinklers, Security Service are all in place to aid in life safety.

17. RULES AND REGULATIONS:

Abide by the lease to protect the safety and welfare of other tenants, the community and be a good neighbor. Tenant promises to obey all Rules and Regulations. Landlord cannot change any Rules or Regulations unless the change benefits the Tenant or improves the health, safety, or welfare of others. Any violation of the Rules and Regulations is a breach of this Lease. Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.

A. Alcohol and Drugs:

Tenants and their guests must be 21 years of age to store and/or consume any alcoholic beverage in or around the Premises. Kegs of beer are not allowed. Underage drinking is not permitted. Tenants and/or their guests may not consume alcohol to the extent in the Landlord's discretion that they are an annoyance or a threat to the endangerment of their roommates, guests, neighbors, themselves or property. The use, sale and/or storage of any illegal drugs, drug paraphernalia or alcohol, in or around the premises is not permitted. If any such conditions are found to exist, the Landlord may notify the West Chester Police Department, West Chester University Student Affairs Office and Parents/Guarantors immediately and/or terminate the Lease.

B. Safety:

1. Security cameras are in place in some buildings to help protect your safety. If, as a result of a lease violation, a technician is needed to obtain information from the security cameras in a building to investigate a violation or incident, a fee of up to \$150.00 per hour may be charged to the tenant.

2. Tenant and guests are NOT permitted to *sunbathe on roofs or party on roofs*, overhangs, public hallways/stairs and fire escapes. Tenant or his guests may not sit on opened windowsills for parties or hang objects from outside the windows; including laundry.

C. Hazardous materials, flammable materials, explosive materials, and firearms:

Not permitted. Violation of this can result in immediate eviction and possible EPA or criminal charges.

D. Waterbeds:

Not permitted. No exceptions.

- D. Failure to notify Landlord or Landlord's agent of any fire alarms that are sounding or beeping or which are broken or malfunctioning is a breach of this Lease.**

E. Barbecue grilles:

Supervised, out-door use only. No gas, charcoal or electric grilles, including hibachis, are to be operated inside the apartment, hallways, roof, overhangs or ledges for cooking or heating purposes. **If found, Lessee will be charged a minimum of \$50.00.**

F. Bicycle Storage:

Storage of personal property, including bicycles, is not permitted in public hallways, fire escapes or staircase landings or foyers. It is a fire code violation to hinder the entry or exiting of other Tenants. Landlord assumes no responsibility for the loss of any Tenant's personal property, including bicycles. (Section 21)

G. Snow Removal:

Tenant is responsible for removal of snow and ice accumulation less than 2 inches. Landlord provides Rock Salt for tenants use.

H. Miscellaneous:

1. No live or natural Christmas trees may be brought into Apartment/Premises. Any tenant violating this provision will pay the cost of cleaning any needles from the premises along with a **\$50.00 disposal fee** and will also be held liable for any damages.

2. Washing of cars or using the water for any purpose outside your apartment is prohibited.

18. LANDLORD ENTRY/ REPRESENTATIVE:

Landlord or representative of Landlord may enter the Premises at any reasonable hour to inspect, repair, exterminate, or perform any other work Landlord chooses. Landlord may also, at any reasonable time show the Premises to possible Buyers or future Tenants. Landlord may place a "for sale" or "for rent" sign on the property. Landlord will try to notify Tenant at least 24 hours in advance but may enter the apartment if there is an emergency situation.

19. PROCEDURE TO VACATE:

- A. Give proper notice according to renewal term (Section 3A). This must be in writing, dated and signed.
- B. Cooperate with Landlord in showing your apartment and keeping it as presentable as possible. We will notify the spokesperson by telephone or email if your apartment is to be shown.
- C. You will receive an Apartment Evacuation Checklist for your convenience when we have been notified that you will be leaving. Please be sure you:
- D. **CLEAN:** Clean your entire apartment, including appliances, in preparation for the final walk through inspection. The use of abrasive cleaners on all fiberglass tubs or shower stalls is strictly prohibited. A non-abrasive cleaner such as "Soft Scrub" is suggested. If abrasive products damage any fixtures, Tenant will be responsible for the cost of repair or replacement.
- E. **WALL REPAIR:** Protect all hallways, stairways and entries when moving large objects with padding, thus not creating any scrapes or other damages to the walls and stairs The Tenant must repair (correctly spackle and sand) all nail holes and paint all damaged areas on the walls. The tenant must return every wall in the apartment to its original color upon possession of the apartment, unless otherwise agreed upon. Consult the office for free spackle and/or paint. Confirm that the correct paint color is received. If more than a small amount of paint is needed, tenant must purchase the paint.
- F. **CARPETING:** Tenant(s) agree(s) to have all carpets in the leased unit professionally cleaned by a commercial carpet cleaning company and furnish receipts to the Landlord at the end of the lease term. Failure to do so or to furnish receipts will result in Landlord cleaning the carpets and the cost will be deducted from the Security Deposit. See Section J for expenses.
- G. **UTILITIES:** **Disconnect electric and/or gas service the day following the termination date of your**

lease. You must have electric on for the final walk-thru inspection so all appliances can be tested, or you may be charged \$100.00. In addition, disconnect phone, cable and internet service.

H. **KEYS: All keys including mailbox, basement, and/or garage keys MUST be in the possession of the office within 24 hours after the final inspection.** Keys must be left in a clearly marked envelope and left on the kitchen counter of your apartment or returned to the office. Keys from ALL tenants must be returned.

I. **LIST OF REPAIR EXPENSES:**

- **\$25.00 Per key that is lost during tenancy or not returned to our office after an apartment is vacated**
- **\$100.00** Per carpeted room, to shampoo, from failure of tenant to clean
- **\$75.00** to replace any smoke and/or carbon monoxide detector that is stolen, removed, missing or rendered inoperable.
- **\$30.00** Toilet seat replaced.
- **\$35.00** Per blind that is damaged / broken / dirty beyond the point of cleaning that needs to be replaced
- **\$30.00** Toothbrush and glass holders, soap dish, toilet paper holders replaced.
- **\$125.00** Medicine cabinet mirror replacement.
- **\$35.00** Air conditioner, clean or replace broken grill
- **\$(Actual cost)** Damage to flooring or carpeting (stains, tears, burns, scratches, etc.)
- **\$30.00** For each lighting fixture, shade or globe.
- **\$75.00** Fire extinguishers, recharge or missing.
- **\$25.00** For each missing key.
- **\$65.00** Replace door lock
- **\$100.00** charged to remove and dispose of each large bulk item left by you at the Property which shall include but not be limited to mattresses, box springs, sofas, large furniture
- **\$50.00** charged to remove and dispose of smaller bulk items left by you at the Property.
- **\$20.00** charged for each trash bag not disposed and left by you at the property.
- **\$(Actual cost)** Appliances will be replaced / parts replaced if damage is from tenant's negligence or

All charges not listed above for breakage and damages will be assessed at actual cost. Prices are subject to change without notice as prevailing costs change.

J. In the event that any outstanding charges are turned over for collection, a fee of 30% of those total charges and all legal fees at a fee of \$200.00 per hour will be paid by tenant to landlord.

K. Notify Landlord of your new address so the security deposit check and accounting statements will be forwarded to you. If you have not vacated your apartment by 11:00 A.M. on the last day of your lease, or left your apartment dirty and damaged, thus not allowing the landlord to prepare the apartment for new occupants or prohibiting the new tenant to move into the apartment you will be charged a holdover rental charge as follows: **20% of apartment's monthly rent (per diem) or \$200.00 per day (whichever is greater) until you vacate.** All items left at your apartment after 11:00 am on the last day of your Lease will be considered abandoned and thrown away. (Section 27)

___/___/___ **Tenant specifically acknowledges that he/she has been advised of this daily holdover rental charge by placing his/her initials.**

20. INSURANCE / LIABILITY and PERSONAL PROPERTY:

A. Landlord is not responsible for any loss, expense or damage to any person or property unless due to the Landlord's gross negligence. Landlord is not gross negligent as long as landlord attempts to make necessary repairs or contacts the appropriate party or parties to correct the situation. Landlord is not legally responsible for any injury or damage to Tenant or Tenant's guests that occurs on the Property. Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including attorney's fees. Keeping in mind that these examples are not limited to the following: roof leaks, plumbing leaks, electrical outage or shorts in wiring (which cannot often be detected at the first few attempts), Acts of Nature. Tenant must pay for all expenses, losses and legal fees of the Landlord resulting from any actor neglect of the Tenant or his guests, including violations of this Lease damage or loss of life or personal property i.e. water damage, loss of food products due to electrical loss, dry cleaning or laundry charges, or replacements of products belonging to the Tenant or his guests.

Tenant must obtain insurance to protect his personal property against any damages that might arise from leaking pipes / roof, fire, and or theft. Landlord does not provide insurance for these purposes but will provide names of local, reputable insurance companies in the area from which the Tenant can select if needed. **IF TENANT CURRENTLY DOES NOT HAVE INSURANCE, TENANT MUST SIGN WAIVER ATTACHED.**

B. Renters Insurance: Tenant must obtain Renters Insurance to protect their personal property. Landlord does not provide insurance for these purposes. IF TENANT CURRENTLY DOES NOT HAVE INSURANCE, TENANT MUST SIGN WAIVER ATTACHED.

C. Liability Insurance: Landlord requires that Tenant buy a Renter's Casualty Insurance policy to help protect Tenant and Tenant's property and which will also cover claims for injury or loss by Tenant's guests or invitees. Tenant agrees to provide Landlord with proof of the required insurance. The limits of liability must be in an amount not less than \$100,000 per occurrence. The Landlord must be listed on the policy as an "additional insured." Tenant shall provide proof of insurance coverage on or before Tenant moves into the Premises, as well as annually thereafter. Resident shall add Landlord as an additional insured and require insurer to provide Landlord with thirty (30) days notice of cancellation. Should Tenant fail to purchase the required insurance, cause the insurance to be cancelled or fail to renew the insurance, Landlord may purchase the insurance and charge Tenant, after ten days' written notice and failure of Tenant to correct the default.

21. CHANGING TENANTS / SUBLEASING AND TRANSFER

A. NO SUBLEASING ALLOWED. You may not collect rent or securities from another individual.

Should current tenant wish to terminate the current lease mid-term, the current tenant will forfeit security monies and will be liable for up to \$500.00 to execute a new lease. Tenant will continue to pay all rent until the End Date of the Lease or any Renewal Term, or until a new tenant is approved by Landlord and a new lease takes effect, whichever happens first.

B. Until an application is made and accepted, and a new Lease fully executed by new Tenant(s), and guarantor(s), previous Tenant(s) and Guarantor(s) remain fully responsible for the performance of the Lease and all payments required.

C. Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.

22. 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.

LANDLORD REMEDIES IF TENANT BREACHES LEASE:

A. If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:

1. Taking possession of the property by going to court to evict Tenant. Tenant agrees to pay Landlord's legal fees and reasonable costs, including the cost for Landlord or Landlord's agent to attend court hearings.
2. Filing a lawsuit against Tenant for rents, damages and unpaid charges, including attorney's fees, and for rents and charges for the duration of the Lease term. If the Landlord is awarded a monetary judgment against Tenant, Landlord may garnish Tenant's wages and take Tenant's personal goods, furniture, motor vehicles and money in banks.
3. Keeping Tenant's Security Deposit to be applied against unpaid rent or damages, or both.

B. If Tenant is in default under any obligation of this Lease, then the Landlord may take action to correct that default and charge the Tenant the cost in doing so. Tenant must immediately pay the cost along with any additional expenses of the Landlord within 10 days after notification of the amount due.

C. If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice. TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT NOTICE PERIOD IS STATED HERE: _____

D. Should Tenant be evicted or leave the Premises before the end of the lease term, or the Premises is condemned for Tenant violation of municipal ordinance, then Tenant shall remain liable for all rents and other charges due for the full term of the Lease. The Security Deposit may not be refunded and may be used toward the cost to rent / advertise the apartment.

23. TENANT'S WAIVERS:

- A. Notice of Default:** Landlord is not required to give Tenant a notice of default or an opportunity to correct any default.
- B. Curing Defaults:** If Tenant is in default under any obligation of this Lease, then the Landlord may take action to correct that default and charge the Tenant the cost in doing so. Tenant must immediately pay the cost along with any additional expenses of the Landlord within 10 days after notification of the amount due.
- C.** Landlord is not required to give Tenant a notice of default or an opportunity to correct any default.
TENANT WAIVES THE RIGHT TO A NOTICE TO QUIT UNDER THE LANDLORD TENANT ACT.
- D.** Tenant acknowledges that the Laws of Pennsylvania afford Tenants with certain jury trial rights. Landlord and Tenant expressly waive these rights and agree that in the event of any dispute between them, neither party will request a jury trial.
- E.** The Tenant consents to personal jurisdiction in a District court in West Chester borough, Chester county, Pennsylvania, to hear a Landlord Tenant or Civil Complaint.

24. MULTIPLE NOTICES:

Landlord need not notify each Tenant individually and may elect to give one notice for the Premises binding on all Tenants via email, US Mail, or phone. Also, any notice from any one of the Tenants will be considered notice from all of the Tenants and Guarantors, and will be binding on all of the Tenants and Guarantors.

25. ABANDONMENT:

If Tenant abandons the Premises at anytime during the Lease term, Tenant's obligations will still continue until the end of the Lease term without ending or reducing Tenant's obligations, the Landlord may: (a) take possession of the Premises; (b) perform any repairs or renovations that the Landlord considers needed; (c) try to re-rent the Premises; (d) declare all rent and other charges immediately due for the entire remainder of the term; (e) sue the Tenant for any money Landlord is entitled to. Landlord may pursue any combination or all of the above.

Landlord has no duty to re-rent the Premises in the event of abandonment or collect rent for the Tenant's benefit. Landlord may re-rent the Premises on any terms or conditions as he sees fit. Any rent actually received from a new Tenant will be applied first to the Landlord's expenses for repairs and re-rental. And last towards the Tenant's remaining obligations to the Landlord.

Any of Tenant's personal property or possessions remaining on the Property after Tenant moves out will be considered to be abandoned property. Landlord will have the right to remove and dispose of any abandoned property in any manner determined by Landlord. Tenant will pay for the cost of removal and disposal of abandoned property.

26. LEASE TERMINATION/ TENANT'S DEFAULT:

Landlord may terminate this Lease and evict Tenant if Tenant fails to pay any rent or other charges when due or if Tenant violates any other term of the Lease. If the Landlord terminates this Lease, Tenant will still remain responsible for all rent and obligations **until the Lease ends**. Landlord will have the **same** rights as if the Tenant **abandoned** the premises as described above. Without reducing the Landlord's rights or Tenant's obligations, Landlord may sue Tenant for eviction and for all money due from Tenant, both past due and/or the remainder of the term.

27. NO WAIVER BY LANDLORD:

If Landlord forgives or overlooks any violation of this Lease, it will NOT be considered a waiver of the Landlord's rights and the Landlord may fully enforce the Lease in the future. If Landlord accepts any rent or partial payment, that will not be considered a waiver of the Landlord's rights, and Landlord may fully enforce all terms of the Lease. If any term in this Lease is found to be illegal or unenforceable, the remainder of the Lease remains in full force.

28. REMEDIES AGAINST LANDLORD LIMITED:

If Tenant is determined to have any legal rights against the Landlord, then Tenant's rights are limited to Landlord's interest in the premises for payment of any judgment or other court remedy. Tenant may not claim or have access to any property of the Landlord other than the premises.

29. NO BROKERS

The Tenant has not been assisted by any Real Estate Broker in the leasing of the premises. Tenant will pay any claim from any Broker or Agency for their compensation in renting this unit.

30. INDIVIDUAL RESPONSIBILITY:

All Tenants and Guarantors are jointly and severally responsible for the terms of this Lease. Each Tenant /Guarantor is individually responsible for the performance by all the other Tenants/Guarantors. Tenants /Guarantors may not divide or apportion their responsibility under this Lease. Any breach by any Tenant or their Guarantors will become the responsibility of all the Tenants/Guarantors both individually and collectively.

31. CONDITION OF PROPERTY:

Tenant understands that Landlord will make no repairs, additions, or changes to the property except as follows: (listed if applicable)

32. DESTRUCTION OF PROPERTY:

A. Tenant will notify Landlord or Landlord's agent immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant will immediately notify Landlord or Landlord's agent of any condition in the Property that could severely damage or destroy the Property.

B. If the property is severely damaged or destroyed for any reason:

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, OR
2. If the law does not allow Tenant to live on the property and Landlord cannot accommodate with additional living arrangements, this Lease is ended.

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

D. If Tenant, Tenant's family, or Tenant's 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.

33. SALE OF PROPERTY:

A. If Property is sold, Landlord will give Tenant in writing:

1. Notice that the Security Deposit has been given to the new landlord, who will be responsible for it.
2. If known, the name, address, and phone number of the new landlord and where rent is to be paid.

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

C. Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease is transferred to the new Landlord.

34. 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.

35. LAWS & REGULATIONS:

____/____/____/____ Tenant Initial

____ Landlord Initial

Tenant must comply with all laws, ordinances rules, regulations, and orders of all governmental authorities. Tenant will not violate any fire regulations or other regulations. Tenant will not do anything to increase Landlord's insurance premiums. If Tenant does, then Tenant must pay the increase in premium.

Tenant understands that The Borough of West Chester enacted Ordinance No 14-2015 which prescribes certain conduct and imposes affirmative duties upon the Tenant. Tenant agrees to make himself/herself familiar with the Ordinance and to affirmatively abide by its requirements to avoid disruptive conduct. Tenant understands that a violation of the Ordinance 14-2015 shall be deemed a material breach of this Lease Agreement which may subject Tenant to civil claim for damages and/or eviction.

If Landlord is cited or fined by the Borough of West Chester or any other government for any noncompliance with this lease or any other action or omission by Tenant or Tenant's guests, then Tenant will be responsible for and will pay any expense or loss of Landlord for fines, costs, and Landlord's legal fees.

- A.** This provision is required by §1000.3.E(5) of the borough of West Chester Rental License Ordinance,

which is codified in Chapter 66 of the Borough Code. In addition to the covenants and obligations set forth in the aforementioned Residential Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

1. Landlord's covenants and Obligations
 - i. Landlord shall keep and maintain the Leased Premises in compliance with all applicable Codes and Ordinances of the Borough of West Chester and all applicable State laws.
 - ii. Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing, leaf removal and for making any and all necessary repairs in and around the Leased Premises.
 - iii. Landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.
2. Tenant's Covenants and Obligations
 - i. Tenant shall comply with all applicable Codes and Ordinances of the borough of West Chester and all applicable State laws.
 - ii. Tenant shall deposit all rubbish, garbage and other waste from the Leased Premises into containers provided by the Landlord in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with Chapter 62 of the borough of West Chester Code titled, "Garbage, Rubbish and Refuse" and all other applicable ordinances, laws and regulations.
 - iii. Tenant shall not engage in any conduct on the Leased Premises which is declared illegal under the Pennsylvania Crimes Code or Liquor code, or the controlled Substance, Drug, Device and cosmetic Act, nor shall Tenant permit others on the Leased Premises to engage in such conduct.
 - iv. Tenant shall use and occupy the Leased Premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
 - v. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the Leased Premises, except for ordinary wear and tear.
 - vi. Tenant shall not engage in, nor tolerate nor permit others on the Leased Premises to engage in, "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a residential rental dwelling unit or rooming unit that is so loud, untimely (as to the hour of the day), offensive, riotous or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises such that a report is made to the police and/or Code Official complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident or behavior, constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however that no disruptive conduct shall be deemed to have occurred unless the code Official or police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report, of such occurrence."
 - vii. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the borough of West Chester Rental Regulations which are codified in Chapter 66, Article 10 of the Borough Code and that the issuance by a code Official of the Borough of West Chester of more than one notice of disruptive conduct relating to the Leased Premises in the same license period shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:
 1. Termination of the rental agreement;
 2. Bring an action to recover possession of the Leased Premises without abatement of rents paid, including reasonable attorney's fees and costs;
 3. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs;
 4. Bring an action for damages caused by tenant's breach, including reasonable attorney's fees and costs

36. LEAD PAINT NOTICE

☐ Property was built after 1978

☒ Property was built before 1978

A. Lead Hazards Disclosure Requirements

The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of a property built before 1978 must give the Tenant an EPA pamphlet titled **Protect Your Family from Lead in Your Home**. The Landlord also must tell the Tenant about any lead-based paint hazards that may be on the property, where the lead-based hazards are, and the condition of the painted surfaces. Any Landlord of a pre 1978 structure must also give the tenant any records and reports that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. The Act does not apply to housing built in 1978 or later.

B. Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

C. Landlord initial one:

____ Landlord does not know of any lead-based or lead-based paint hazards (dangers) on the Property.

____ Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about the lead-based paint and lead-based paint hazards.

D. Landlord initial one:

____ Landlord has no reports or records about lead-based paint or lead-based paint hazards at the property.

OR

____ Landlord has given Tenant all available records and reports about lead-based paint or lead-based hazards at the property. List records and reports.

E. Tenant initial all that are true:

____/____/____/____ Tenant received the pamphlet **Protect Your Family From Lead in Your Home** (attached)

____/____/____/____ Tenant read the information Landlord gave in paragraphs 36(A) and (B) above.

____/____/____/____ Tenant has received all records and reports that Landlord listed in Paragraph 36(D) above.

F. Landlord and Tenant certify, by signing this Lease that the information given is true to the best of knowledge.

37. ENDORSEMENTS / ADDENDUMS ATTACHED TO LEASE: (None unless indicated)

☒ Insurance Waiver is attached

☐ Pet Addendum attached

38. SIGNATURES

This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant. **If Tenants or Guarantors have any questions please call your agent with any concerns. It is advised to consult an attorney before signing/cosigning this lease. All Tenants should initial the following as listed below before signing.**

1. Section 14-A-7, 19-K, 35-E, Insurance Waiver Page (Tenants AND Guarantors)

By signing below you have acknowledged and agreed to all initialed areas and all terms of this lease.

TENANT

1. Tenant: _____ Date: _____

2. Tenant: _____ Date: _____

3. Tenant: _____ Date: _____

4. Tenant: _____ Date: _____

1. Guarantor: _____ Date: _____

Address:

Phone:

2. Guarantor: _____ Date: _____

Address:

Phone:

3. Guarantor: _____ Date: _____

Address:

Phone:

4. Guarantor: _____ Date: _____

Address:

Phone:

5. Guarantor: _____ Date: _____

Address:

Phone:

6. Guarantor: _____ Date: _____

Address:

Phone:

7. Guarantor: _____ Date: _____

Address:

Phone:

8. Guarantor: _____ Date: _____

Address:

Phone:

LANDLORD: _____ Date: _____

Zukin Realty, by Scott Zukin, President

Addendum To Rental Lease

I hereby acknowledge, by signing below, agree that should I choose or not choose to obtain “renters insurance” to cover the term of the undersigned lease. I deem the owner (Landlord) not liable for any damages or losses to my personal property as stated in paragraph 20.

Landlord is not responsible for any loss, expense or damage to any person or property unless due to the Landlord's negligence. Landlord is not negligent as long as Landlord has been notified by the tenants and attempts to make necessary repairs or contacts the appropriate party or parties to correct the situation. Keeping in mind that these examples are but not limited to the following: Roof leaks, plumbing leaks, fire, electrical outage or shorts in wiring (which cannot often be detected at the first few attempts), storms, freezing temperatures, flooding, wind, ice or snow. Tenant must pay for all expenses, losses and legal fees incurred by the Landlord resulting from any actor neglect of the Tenant or his guests, including violations of this Lease, damage or loss of life or personal property ie. Water-damage, loss of food products due to electrical loss, dry cleaning, or laundry charges, or replacements of products belonging to the Tenant or his guests.

If securing renters Insurance, tenant(s) must supply landlord with Insurance Company name, Insurance Company telephone number and the coverage amount.

_____ Tenant	_____ Tenant
_____ Tenant	_____ Tenant
_____ Guarantor	_____ Guarantor
_____ Guarantor	_____ Guarantor
_____ Guarantor	_____ Guarantor
_____ Guarantor	_____ Guarantor

