



STUDENT 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 individuals of the Rental Unit, 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(S):
GUARANTOR(S):

RENTAL UNIT ADDRESS ("Rental Unit"):

DATE PREPARED:

TERM:

LEASE TERM BEGINS:

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 Rental Unit and who will be responsible for, but not limited to, sending Rent (one check only, if paying by check) 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.**

Email is our primary form of communication and should be used as the main method of contact and communication. Please allow 24-48 hours (1-2 business days) for a response before sending a follow-up email. Landlord may be reached at info@zukinrealtyinc.com or through your Rental Agent.

Zukin Realty Office Hours:

**Monday – Friday 9am-5pm
Sat- Sun – Closed**

After hours answering service available. 610-696-0953

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STUDENT RESIDENTIAL LEASE

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

and Guarantor(s)

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 (Rental Unit):

With the following improvements:

2. TERM: START AND END DATES OF LEASE

- A. **Lease Start Date:** 5:00 PM on: Date:
- B. **Lease End Date:** 11:00 AM on: Date:
- C. **Term of Lease Agreement:**

3. RENEWAL TERM

A. Tenant notice to Landlord:

If Lease End Date is May, June, July or August of termination year, Tenant must give Landlord written notice by **October 9, 2026**.

If notice is not received by above date, then Lease terminates at Lease End Date.

B. Landlord notice to Tenant:

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

4. RENT:

The total amount of Rent due over the Term of this Lease is:	
Monthly Installment - Base Rent	
Monthly Utility Charge	
Monthly Extra Tenant Fee	
Monthly Pet Fee	
Misc.	
EQUAL INSTALLMENT PAYMENTS OF	

- A. **This lease contract is for _____ days expiring _____ and is not a one-year lease as indicated by the dates above.** The total rent payment is a fixed price for the entire term of the lease. There is no proration or adjustment for any partial month.
- B. 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. Any Financial means for the Tenant to pay their rent (including but not limited to loan disbursements, financial aid, scholarship monies) shall have no effect on the payment due dates as outlined in the lease.
- C. 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.

- D. If Tenant is in default of Lease Agreement, and "Notice to Quit" is posted, a \$150.00 fee will be charged to the Tenant.
- E. Tenant understands that payment of any fee or charges for damages including administrative charges are due with the next monthly rent.

/ / /

5. AMOUNT DUE BEFORE MOVING IN:

	PAID	DUE
First Monthly Installment - Base Rent		
First Monthly Utility Charge		
Miscellaneous and applicable fees (i.e. application fee, parking rent)		
Move-in Fee (Administrative: Appfolio, ACH Payments, Apt licensing)		
Annual Life Safety Fee		
Security Deposit: TOTAL \$ (in security account)		
*		
TOTAL AMOUNT DUE BEFORE TENANT MOVES IN		

6. USE OF PROPERTY

- A. Tenants will use Rental Unit 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 Rental Unit.
- Occupant Name(s):**
- D. Any guest residing at the Rental Unit more than 7 consecutive days must be registered with the Landlord. A fee of \$475.00 per month or portion thereof will be charged for each person living at the Rental Unit not listed under Section 6C (above).

This is a STUDENT Lease: / / / (Tenant initial) By initialing, you are acknowledging that two or more individuals in this Rental Unit 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 STUDENT Lease for 1 student living in a NON-STUDENT Rental Unit (Tenant initial)

7. UTILITIES PAID BY TENANT

Tenant agrees that all additional charges, fees and reimbursements that Tenants owe (for example utilities and repair costs) are considered Additional Rent payable with the next monthly rent following the date of the bill. 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 Rental Unit for the remaining Lease term. Any gas or electric used for appliances will be paid / billed to Tenant (by PECO)

A. Rental Unit 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
☐ Billed by Landlord at a fixed rate
☐ Tenants must set Aqua service in their name

Sewer must remain in Landlord's name to be billed to Tenant accordingly

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: (See Section 16)

I.	TOTAL Monthly Utility Charge	
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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 16)
- Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlord's control.

Landlord provides but does not warrant these services due to home outages, issues with cable equipment, interruption in service due to Cable Company or Utility Provider or any other instances that are beyond the Landlord's control. Efforts will be made to correct any issue to the best of the Landlord's ability but not guaranteed.

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 Rental Unit, 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 Rental Unit 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 Rental Unit. Spokesperson named on page one will be responsible for the redistribution of the security deposit refund check.
- C. 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 allows Landlord, to report that your credit in 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 (as defined in Section 5) are paid in full by money order, Cashier's Check, or AppFolio portal. If paying using AppFolio portal, payment must be made seven (7) days prior to Lease Start Date to ensure payment clears.
- B. All Tenants and Guarantors must create an online portal through AppFolio.
- C. Possession of the Rental Unit begins at the Lease Start Date (Section 2A). Tenant is not permitted to store items or otherwise occupy the Property/Rental Unit prior to the Lease Start Date unless with the written consent and permission of the Landlord.
- D. Tenants and Guarantors are fully responsible for the Rental Unit and Rent at Lease Start Date, regardless of whether or not Tenant chooses to occupy the Property/Rental Unit at that time.
- E. Tenant Checklist is due 48 hours after move-in. If checklist is not returned within 48 hours of Lease Start Date it is agreed that everything is in working order, clean condition and no damage exists to the interior or exterior of the unit and Tenant understands and agrees that Tenant will forfeit their right to claim any preexisting damage at the Property/Rental Unit. Tenants accept Rental Unit as is.
 - 1. It is Landlords discretion to repair or document any nonessential items.

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 Property.

13. NO PETS:

- A. Pets are not allowed. It is a violation of your Lease to have animals of any kind in your Rental Unit except fish in aquariums of 10 gallons or less. Landlord has the right to remove any pet found on the Property. Tenants 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 Property.
- B. See attached Pet Addendum if applicable.

14. TENANTS CARE OF PROPERTY

Tenant is responsible for, and will take good care of, the leased Rental Unit and all of the Property in and around the leased Rental Unit. Tenant agrees to pay for any repairs to correct damage which exceeds normal wear and tear, which is the fault of Tenant and/or Tenant's guests.

- A. See also Rules and Regulations (17)

1) TRASH / RECYCLING:

☐

Tenant is responsible for setting up West Chester Borough Trash
Property is set up for private trash pickup through Zukin Realty

- A. Dumpsters and cans are for household trash only. Trash should always be properly bagged and tied.
- B. Trash must be placed in trashcans not on top of, alongside of, or in front of it. If dumpster or can appears to be full and lid cannot close, Tenant should contact office immediately. At no point should trash be piled outside, around, or in front of dumpster/cans. Specifically, trash cannot be placed in front of receptacles as the waste management company is then unable to pick up the trash and service will be delayed. If trash is placed anywhere besides inside of the dumpster or can, any associated fees will be assessed to the appropriate Tenant or if it cannot be determined who improperly disposed of the trash, the cost will be divided amongst and assessed to all Tenants in the complex. Lease charges begin at \$35 per item. (Example: bag of trash, box. Etc.)
- C. Tenants shall not place bulk items in dumpsters or trashcans. (Examples of bulk items: Mattress, couch, desk, larger items, etc.) Lease charges for bulk items begin at \$150 per item depending on the size.
- D. Tenant agrees not to place trash, garbage, or trash containers on patios, stoops, hallways, stairs, laundry rooms and/or fire escapes.
- E. Tenant will be responsible for any fines obtained from West Chester Borough.

Location of trash receptacles at this Property is [REDACTED].

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 Tenant neglect in not reporting the problem.

3) PAINT:

Landlord will complete painting on a spot, wall, and/or unit basis, at the discretion of and to be determined by the Landlord. Tenant is not authorized or permitted to do any painting, spackling or touch up. If it is found that the Tenant paints the interior of the unit (whether it is the same color or any other color) or spackles, touches up or otherwise modifies the condition of the wall, the Tenant will be held responsible for those walls and rooms. As such the Landlord will contract a painter at a minimum of \$300 per room to be paid by the Tenant to repair and restore the wall(s).

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 Rental Unit will be

Monday - Friday:	8:00 a.m. – 5:00 p.m.	\$15.00
	5:00 p.m. – 8:00am	\$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 \$150.00 charge for new locks. Should bedroom door locks be desired you must request installation from the Landlord. Upon any inspections to the Rental Unit, 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:

Tenants 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. Tenants will be charged the actual costs to have hardwood floors professionally repaired or refinished due to any scratches or damages found on flooring. Tenants 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 Property. 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 Property/Rental Unit 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 Property. In the event that the Unit or Property 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 Property and removal and cleaning of personal belongings.

8) **HEAT:**

Tenants 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 a down position (if windows have storm window/screen combinations). If you have a problem, contact the office immediately. The Tenant agrees not to open windows during the heating season. If temperature is too high in areas of Rental Unit, 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 Landlord on the same basis as rentals under the terms of this Lease. Thermostats that control more than one Rental Unit must be maintained by Landlord only. **Under no circumstances will wood burning units or kerosene heaters be permitted in the Rental Unit or garage.**

9) **PLUMBING:**

Tenants may not use plumbing fixtures, toilets or other water appliances for any purpose other than those for which they were constructed. Tenants are NOT permitted to flush any kind of wipes (including flushable wipes), food, newspapers, 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.** Tenants should, at all times, utilize hair restraint appliances 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, Tenants will be charged for damage done to the system. Tenants 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 **\$500.00** 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 Rental Unit. 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" i.e. 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 install any cable or satellite dish without written permission of Landlord.

13) **WALLS:**

No nails, screws (including drywall screws), tape (including duct tape, clear tape, double sided tape), poster putty or any other material or adhesive should be used on the walls or surfaces at the Rental Unit, these are considered damage to the walls and surfaces Tenant will be charged accordingly for the cost to repair or replace those damaged areas. This includes but is not limited to **thumb tacks, LED light**

tape/strips, adhesives in the shower or tub surround, key holders, wall decals, “removable” drywall sheets, stickers, etc. Use of these items is not wear and tear and shall be considered beyond wear and tear and solely the responsibility of the Tenant.

If Tenant wishes to place something on the walls Command products offer an alternative and typically cause little to no damage to surfaces when used properly. However, use of Command products does not waive or release the Tenant of any damages. If Tenant chooses to use Command products, each one must be removed at the end of the Lease term or Tenant will be charged accordingly.

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.

*For mounted televisions please contact the Landlord. *

14) BLINDS:

Standard white mini blinds will be provided as a standard fixture on every window in each Rental Unit. 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 Rental Unit when Tenant vacates and becomes 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, C, 6**. 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:

Tenants 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 Rental Unit for more than seven (7) consecutive days, Tenant is required to inform Landlord. Otherwise, Tenant will pay an additional \$475.00 per month, OR ANY PORTION THEREOF per occupant for occupants not on this Lease. If the visitor remains in the Rental Unit for longer than one month, he/she must go through the application process and be approved as a Tenant. *(Refer to # 21 Changing Tenants/Subleasing)*

17) VENTILATION, AIR CIRCULATION, MOLD AND MILDEW:

Tenant represents that within 48 hours of taking possession of the Rental Unit, Tenant has inspected the Rental Unit and finds the Rental Unit to be free of mold, signs of mold and mold related conditions that may negatively affect Tenant's health and occupancy. Tenant is responsible to assist Landlord in preventing excessive moisture build-up and mold growth by maintaining the unit with appropriate and necessary ventilation and humidity controls to avoid any mold growth. Tenant shall not have excessive botanicals, plants, etc. or do anything inside the unit which promotes moisture. Tenant understands that:

1. Excessive moisture can collect from a wide variety of sources including plumbing leaks, roof leaks, foundation leaks and excess humidity; and
2. Moisture build-up in carpets and crevices can result from shower or bathtub overflows or pet urine accidents; and
3. Insufficient drying of water, carpets or carpet pads from spills or leaks can result in mold under the carpet surface.

Tenant shall be responsible for:

1. Promptly reporting to Landlord in writing any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems.
2. Keeping all areas of the Rental Unit clean and free of water accumulation, removing visible moisture on windows, floorings, walls, ceilings and other surfaces.
3. Immediately cleaning up or repairing washing machine leaks, overflows or spills.
4. Maintaining proper ventilation by not covering heating vents or air conditioner ducts, making sure air conditioning units do not discharge water into the Rental Unit, running bathroom vent fan, and controlling humidity and moisture levels in the Rental Unit through proper operation of the air conditioning and heating systems and plumbing fixtures.
5. Avoiding damage to pipes by following freeze guidelines.

6. Properly maintaining utilities in the Rental Unit to avoid damage to the Rental Unit; and
7. Preventing any other conditions that encourage mold growth
8. Regularly conduct housekeeping activities, especially in bathrooms by wiping down walls and ceilings, kitchens and janitorial spaces to remove mildew and prevent or correct moist conditions. Always maintain water in all drains.
9. Be mindful of the humidity within the unit. Tenant should not create any situations where there is high humidity inside the unit and/or a strong difference in humidity levels within the unit, which may create condensation and/or moisture at the unit.

If Tenant discovers mold, water leaks, water damage or moldy musty odors in the Property/Rental Unit or discoloration or staining in the walls or ceilings of the Property/Rental Unit, at any time that Tenant lives in the Property/Rental Unit, Tenant shall immediately give written notice to Landlord of the condition and assist in the following steps:

1. Tenant will immediately give written notice to Landlord of the damp or mold condition; and,
2. Landlord will respond to determine the cause of the issue observed by Tenant; and,
3. If Landlord determines that a mold condition is not present or the condition observed by Tenant does not present a habitability issue, and Tenant disagrees with Landlord's determination, Tenant shall hire a professional mold expert to conduct an airborne test of the Property/Rental Unit. Tenant shall share a copy of the professional mold test results with Landlord.
4. If Landlord determines that a mold condition exists which may affect habitability of the Property/Rental Unit or the professional mold test ordered by Tenant confirms a mold condition which may affect habitability, Landlord will provide Tenant with written notice of proposed steps to remedy the condition; and,
5. Tenant agrees to use reasonable efforts to assist Landlord's effort to remedy the issue.
6. If Tenant believes mold issue continues to impact the habitability of the Property/Rental Unit after Landlord has taken steps to correct, Tenant shall cause the Property/Rental Unit to be tested by a professional mold expert and to share the test results with Landlord.
7. Should Tenant refuse in good faith to follow the steps above, Tenant hereby releases and indemnifies Landlord from any and all claims, civil actions and injuries that may result the damp or mold condition.

15. LANDLORD – CARE OF PROPERTY

- A. Refer to Section 32
- B. Landlord will keep the Property and common areas in reasonable condition and as required by Law.
- C. Landlord will keep all the structural parts of the Property 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 AND SECURITY

(Fire Alarms, Sprinklers, Security Service)

- 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 in 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 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 Rental Unit 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 Rental Unit 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 result in a lease charge as Additional Rent. The following is the fee schedule that will apply.

1. Official warning for security service response to Rental Unit, first offense
2. \$250.00 for security service response to Rental Unit, second offense
3. \$500.00 for security service response to Rental Unit 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 \$50 is to be paid at the beginning of each Lease term. This fee covers services which will include Fire Alarm Maintenance, Security services, and Inspections. All are in place to aid in life safety.

C. Ring Doorbells:

1. Ring Doorbells require prior written consent and approval of the Landlord before installation. If Landlord gives permission, Tenant is responsible for any damages due to the installation of the doorbell and is responsible for removing doorbell upon Lease termination. Tenant is responsible for any damages to previously existing doorbell, door frame, or door.
2. Tenant shall provide camera footage if requested by Landlord.

17. RULES AND REGULATIONS

Tenant agrees to obey all Rules and Regulations. Violation or breach of any of the Rules & Regulations is breach of the terms and conditions of the Lease Agreement and the non-breaching party shall be entitled to exercise any of all the remedies provided in the Lease Agreement.

The Lease is a contract between Landlord and Tenant. At times in the Lease Agreement, Landlord charges a flat fee to make certain repairs or for cleaning of the leased Property. The charge is an estimate and average of the cost of the labor, materials and overhead for the repair or cleaning. The parties agree that the flat fee is a fair liquidated sum. For example, a cost sheet is made part of this Lease Agreement. The cost sheet provides for flat fee charges for specific repairs, supplies and cleaning charges.



A. Alcohol and Drugs:

Tenant and their guests must be 21 years of age to store and/or consume alcoholic beverages in or around the Rental Unit. 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/Rental Unit. The use, sale and/or storage of any illegal drugs, drug paraphernalia or alcohol, in or around Rental Unit is not permitted. If any such conditions are found to exist, the Landlord may notify the West Chester Police, West Chester University, and Parents/Guarantors.

B. No Smoking:

Tenant acknowledges that smoking is not permitted anywhere in the Rental Unit. This includes but is not limited to cigars, cigarettes, marijuana, hookah pipes, vapes, bongs, etc. Should any Tenant or guest smoke, burn or otherwise engage in activity which could result in particles and/or smoke leads to staining or odors on the walls, carpets or other portions of the Rental Unit, any soiling of the ductwork (which would require a duct cleaning) or any persistent odor in the Rental Unit requiring removal of carpet and padding despite apparent clean appearance is the responsibility of the Tenant. Tenant agrees these damages would exceed normal wear and tear and agree to a mandatory deep cleaning fee of \$250.00 per room, **in addition to any other maintenance and cleaning costs.**

C. 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. Tenants and guests are NOT permitted on the roof, only in the case of an emergency. Sunbathing, partying on roofs, overhangs, public hallways, stairs and fire escapes are NOT permitted. Tenants or their guests may not sit on open windowsills or hang objects from outside their windows; including laundry.
 - A. If Tenants or their guests are found on the roof, Tenants will be charged a minimum fee of \$150 for inspection as well as any damages, as this is considered breach of Lease.

D. Hazardous Materials, Flammable Materials, Explosive Materials, and Firearms:

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

E. Waterbeds

Not permitted. No exceptions.

F. Barbecue grilles:

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

G. 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 20)

H. Snow Removal:

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

I. Miscellaneous:

1. No live or natural Christmas trees may be brought into Property/Rental Unit. Any Tenant violating this provision will pay the cost of cleaning any needles from the Property along with a **\$150.00 disposal fee** and will also be held liable for any damages.
2. Washing of cars or using the water for any purpose outside your Rental Unit is prohibited.

18. LANDLORD ENTRY/ REPRESENTATIVE:

Landlord or representative of Landlord may enter the Property/Rental Unit at any reasonable hour to inspect, repair, exterminate, or perform any other work Landlord chooses. Landlord may also, at any reasonable time show the Property/Rental Unit 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 Rental Unit 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 Rental Unit and keeping it as presentable as possible. We will notify the Spokesperson by telephone, email, or text message if your Rental Unit is to be shown.
- C.** You will receive a Rental Unit Evacuation Checklist for your convenience when we have been notified that you will be leaving. Please be sure you complete the following:
 - 1) Clean
Clean your entire Rental Unit, including appliances, in preparation for the final walkthrough inspection. The use of abrasive cleaners on all fiberglass tubs or shower stalls is strictly prohibited. If abrasive products damage fixtures, Tenant will be responsible for the cost of repair or replacement.
 - 2) Wall Repair
Protect all hallways, stairways and entries when moving large objects with padding, thus not creating any scrapes or other damage to the wall and stairs. For touchup paint color refer to move out document that will be sent to all Tenants before move out.
 - 3) Carpeting
Tenant(s) agree(s) to have all carpets in the Rental Unit professionally cleaned by a commercial cleaner 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.
 - 4) Utilities
Disconnect electric and/or gas service the day following the termination date of your Lease. You must have utilities on for the final inspection so all appliances can be tested, or you may be charged \$100.00. In addition, disconnect phone, cable, internet services and remember to take modems or devices with you.
 - 5) 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 Rental Unit or returned to the office. Keys from **ALL** Tenants must be returned.

6) List of Repair Expenses:

- **\$25.00** Per key that is lost during tenancy or not returned to our office after an **Rental Unit is vacated**
- **\$150.00** 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.
- **\$55.00** Toilet seat replaced.
- **\$55.00** Per blind that is damaged / broken / dirty beyond the point of cleaning that needs to be replaced
- **\$55.00** Toothbrush and glass holders, soap dish, toilet paper holders replaced.
- **\$150.00** Medicine cabinet mirror replacement.
- **\$50 Min fee in addition to (Actual cost)** Damage to flooring or carpeting (stains, tears, burns, scratches, etc.)
- **\$100.00** For each lighting fixture, shade or globe repair or replacement
- **\$150.00** Fire extinguishers, recharge or missing.
- **\$150.00** Replace door lock
- **\$150.00** charged to remove and dispose of each large bulk item left by Tenant at the Property which shall include but not be limited to mattresses, box springs, sofas, large furniture
- **\$75.00** charged to remove and dispose of smaller bulk items left by Tenant at the Property.
- **\$35.00** charged for each trash bag not disposed of and left by Tenant at the Property.
- **\$300.00** charged per room that requires painting and/ or actual cost for wall damage
- **\$(Actual cost)** Appliances will be replaced / parts replaced if damage is from Tenant's negligence or abuse

Actual cost of cleaning Rental Unit: One-hour minimum Service Company cleaning fee of \$100, plus \$75 for each additional hour required.

Any trades: Plumbing, Electrical, HVAC, and Maintenance billed at actual cost

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.

Landlord has the right to charge a minimum \$50 per hour additional fee for moving bulk items from Rental Unit.

- 7.) In the event any outstanding charges are turned over for collection, a fee of 30% of those total charges and all legal fees at a fee of \$325.00 per hour will be paid by Tenant to Landlord.
- 8.) 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 Rental Unit by 11:00 A.M. on the last day of your Lease, or left your Rental Unit dirty and damaged, thus not allowing the Landlord to prepare the Rental Unit for new occupants or prohibiting the new Tenant to move into the Rental Unit you will be charged a Holdover Rental Charge as follows: **20% of Rental Unit's monthly Rent (per diem) or \$200.00 per day (whichever is greater) until you vacate.** All items left at your Rental Unit after 11:00 am on the last day of your Lease will be considered abandoned and thrown away.
(Section 25)

 / / / **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. 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 act or 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 damage 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 this 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 Rental Unit, 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 Rental Unit before the end of the Lease term, or the Rental Unit 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 Rental Unit.

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 Rental Unit 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 Rental Unit at any time during the Lease term, Tenant's obligations will continue until Lease End Date without ending or reducing Tenant's obligations, the Landlord may:

- A. take possession of the Rental Unit.
- B. perform any repairs or renovations that the Landlord considers needed.
- C. try to re-rent the Rental Unit.
- 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 Rental Unit in the event of abandonment or collect rent for the Tenant's benefit. Landlord may re-rent the Rental Unit 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 Rental Unit 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 Rental Unit 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 Rental Unit.

29. NO BROKERS

The Tenant has not been assisted by any Real Estate Broker in the leasing of the Rental Unit. 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:

- A. The Tenant has examined the unit, knows and is accepting the condition of the Property. This Property is rented **is an as is condition** at the time of execution of this Lease and no addition or changes not specifically acknowledged by the Landlord in writing in Section 31.C will be done.
- 6) Landlord will deliver the unit in broom clean condition. All appliances will be wiped and cleaned. "Clean" will be defined by the Management and **Tenant understands further cleaning may be necessary depending on their personal preference**
- 7) Tenant understands that Landlord will make no 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 authorities 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, Tenant(s), and Guarantor(s). 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 Landlord, Tenant(s) and Guarantor(s).

If Tenants or Guarantors have any questions, please call your agent with any concerns. It is advised to consult an attorney before signing/co-signing this Lease. All Tenants should initial the following sections, as listed below, before signing.

- 1. Section 4 - E**
- 2. Section 6 - Student Lease**
- 3. Section 16 – Security**
- 4. Section 17**
- 5. Section 19 - 6**
- 6. Section 35**
- 7. Section 36 - E**
- 8. Insurance Waiver Page (Tenants AND Guarantors)**

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

[SIGNATURE PAGE TO FOLLOW]

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 Section 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 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.

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