

# Nevins Real Estate Management, LLC

214 South Allen Street • State College, PA 16801  
(814) 238-3153



## 1. Residential Lease Agreement

### 1.1 PREMISES

Cedar Lofts Apartments

121 West Fairmount Ave. Apt # \_\_\_\_\_

State College, PA 16801

### 1.2 OCCUPANT(S)

Resident 1: \_\_\_\_\_

Resident 2: \_\_\_\_\_

Resident 3: \_\_\_\_\_

Resident 4: \_\_\_\_\_

Resident 5: \_\_\_\_\_

Resident 6: \_\_\_\_\_

Resident 7: \_\_\_\_\_

Resident 8: \_\_\_\_\_

Maximum Number of Tenant(s): \_\_\_\_\_

### 1.3 CONTRACTUAL AGREEMENT

#### Tenant(s) Obligations

The **Tenant(s)** agree to the **Financial Terms** (Section 1.5), stipulation outlined in this *Residential Lease Agreement*, stipulations outlined in the *Rules & Regulations*, stipulations outlined in the *End of Lease Procedures*, addenda, and riders associated with this contract.

#### Landlord Obligations

The **Landlord** agrees to provide and maintain a habitable dwelling in compliance with all applicable federal, state, and local laws and regulations.

### 1.4 JOINT AND SEVERAL LEASE

This *Residential Lease Agreement* is a **joint and several lease** and constitutes a legally binding contract between the **Occupant(s)**, as identified in Section 1.2 (hereafter referred to as the "**Tenant(s)**"), and **Nevins Real Estate Management** (hereafter referred to as the "**Landlord**").

### 1.5 FINANCIAL TERMS

1. **Security Deposit:** \_\_\_\_\_

2. **Monthly Installments:** \_\_\_\_\_

- *Monthly Installments are due on the 1st of every month, starting in August and ending in July.*

3. **Total Base Rent Due:** \_\_\_\_\_ (*Entire Lease Term*)

### 1.6 DURATION

1. **Start Date:** 12:00 Noon - \_\_\_\_\_

2. **Expiration Date:** 11:59 PM – **August 2, 2027**

## 1.7 LEASE TYPE

1. **New Move-In:**      **Yes**      **No**

- **Premises** (Section 1.1) will be cleaned and prepped by the **Landlord**.

2. **Renewal:**      **Yes**      **No**

- **Tenant(s)** accept the **Premises** (Section 1.1) "**As-Is**" as of the **Start Date** (Section 1.6.1). For renewals, the new term begins immediately after the prior lease ends, and the **Premises** (Section 1.1) are accepted on the condition left by the previous occupant. The **Landlord** is not obligated to perform aesthetic services, including cleaning of carpet, before the **Start Date** (Section 1.6.1).
- **Tenant(s)** must report any concerns to the **Landlord** within 24 hours of taking possession. Issues not reported within this period will be considered the responsibility of the **Tenant(s)** taking possession on the **Start Date** (Section 1.6.1).

## 1.8 SERVICES/UTILITIES

**Landlord/Tenant(s)** responsibilities for utilities/services to the **Premises** (Section 1.1) are as follows:

1. **Cable:** **Tenant(s)**
2. **Internet:** **Landlord**
3. **Gas:** **N/A**
4. **Heat:** **Tenant(s)** (*Electric*)
5. **Electric:** **Tenant(s)**
6. **Water/Sewer Service:** **Landlord**
7. **Refuse Collection:** **Landlord**
8. **On-Site Parking Option:** **Yes** (*Sold Separately at a fee*)

**Disclaimer 1:** The **Landlord** requires the **Tenant(s)** to contact the appropriate utility provider(s) and establish service in the **Tenant(s)'** name when such utilities are the responsibility of the **Tenant(s)**. If service remains in the **Landlord's** name, the **Landlord** will pay the utility invoice(s) and subsequently bill the amount to the **Tenant(s)'** account. In addition to the invoiced utility amount, a **penalty fee of \$50.00 per bill** will be charged to the **Tenant(s)'** account for failure to transfer the utility account(s) into the **Tenant(s)'** name.

**Disclaimer 2:** If a utility provider discontinues service to the **Premises** (Section 1.1) due to nonpayment by the **Tenant(s)**, the **Landlord** reserves the right to transfer the utilities into the **Landlord's** name to maintain the integrity of the **Premises** (Section 1.1). In such cases, the **Landlord** will charge the **Tenant(s)'** account for the full utility invoice amount, plus an **administrative fee of \$50.00 per bill** for failure to maintain the utility account(s) in the **Tenant(s)'** name.

**Disclaimer 3:** The **Tenant(s)** is responsible for removing all utility services from their name as of the **Expiration Date** (Section 1.6-2) of this **Residential Lease Agreement** unless the **Tenant(s)** have executed a renewal and will continue occupancy of the **Premises** (Section 1.1) for an additional lease term.

## 1.9 FURNISHING WITHIN PREMISES (SECTION 1.1)

1. **Furnished:** **Yes**

1. **LANDLORD** will furnish the following:

- a) Fridge
- b) Range
- c) Couch
- d) Coffee Table
- e) 1 desk per bedroom
- f) 1 dresser per bedroom
- g) 1 bed per **Tenant(s)**

**Disclaimer 1 - Landlord** provides one standard twin bed per **Tenant(s)**.

**Disclaimer 2:** The **Tenant(s)** have the option to decline a bed provided by the **Landlord** by notifying the office in writing on or before **June 1st**, prior to the **Residential Lease Agreement Start Date** (Section 1.6-1). If notice is not received by that date and the **Tenant(s)** later request removal of the bed, a **removal fee of \$35.00** will be charged to the **Tenant(s)'** account.

#### 1.10 BINDING EFFECT

This **Residential Lease Agreement** applies not just to the **Landlord** and **Tenant(s)** who sign it, but also to anyone who takes their place in the future. That means:

1. If the **Landlord** sells the property, the new owner must honor this lease.
2. If the **Tenant(s)** pass away, their heirs or estate may still have responsibilities under the lease.
3. If the **Tenant(s)** legally transfer (assign) the **Residential Lease Agreement** to someone else (with the **Landlord's** approval), that new person has the same responsibilities as the original **Tenant(s)**.

#### 1.11 USE AND OCCUPANCY OF LEASED PREMISES

The **Tenant(s)** agree to occupy the **Premises** (Section 1.1) with the understanding of the following restrictions:

1. **Premises** (Section 1.1) can only be used for residential purposes by the **Tenant(s)** due to zoning restrictions and borough ordinances.
2. **Tenant(s)** shall occupy **Premises** (Section 1.1) in conformance with all Federal, State, and Local laws, Regulations, and Ordinances now in force or that may become enacted during the **Duration** (Section 1.6) of the **Residential Lease Agreement**.
3. **Tenant(s)** residing at **Cedar Lofts 3, 4, 7, & 8** are not permitted beds in the rooms designated as a study, which are the rooms on the lower level that do not have a window.
4. **Tenant(s)** residing at **Cedar Lofts 1** are not permitted to block access to the FACP room located in one of the bedrooms.
5. **Tenant(s)** residing at **Cedar Lofts 1** will be billed monthly by the **Landlord** for electricity. The **Landlord** will deduct \$10.00 per month from the bill to absorb the cost of electricity used by the monitoring systems.

#### 1.12 SECURITY DEPOSIT

1. The **Tenant(s)** is/are required to pay the **Landlord** a **Security Deposit** (Section 1.5-1) upon submitting the application. The **Landlord** shall hold the **Security Deposit** (Section 1.5-1) for the **Premises** (Section 1.1) until the **Expiration Date** (Section 1.6-2) of the **Residential Lease Agreement**.
2. The **Landlord** shall keep the **Security Deposit** (Section 1.5-1) in a separate account, apart from business funds, at TRUIST Bank (1705 North Atherton Street, State College, PA 16803), in accordance with real estate requirements.
3. The **Landlord** shall assume that all **Tenant(s)** have contributed equally to the **Security Deposit** (Section 1.5-1), regardless of the number of payments received. Accordingly, the **Landlord** reserves the right to return the **Security Deposit** (Section 1.5-1) in equal pro rata shares to the individual **Tenant(s)**.

#### 1.13 REMITTANCE

The **Tenant(s)** agree to make timely payments to the **Landlord**. The terms and conditions of such payments are as follows:

1. The **Monthly Installments** (Section 1.5-2) are due on the 1st of each month.
2. The first **Monthly Installment** (Section 1.5-2) is due on August 1, and the final installment is due on July 1.
3. Any fees incurred by the **Tenant(s)**, including but not limited to Utility Fees, Damage Fees, and Non-Sufficient Funds Fees, shall be paid within five (5) days of invoicing by the **Landlord**.
4. Acceptable forms of payment to the **Landlord** include personal checks, money orders, and payments made through the **Tenant(s)** online portal.
  - a) **NOTE: Cash is not an acceptable form of payment to the Landlord.**
5. The **Landlord** will accept multiple payments within the same month, provided they are made in an acceptable form of payment.
6. Personal checks and money orders from the **Tenant(s)**, when sent by first-class mail or pre-paid postage, shall be processed upon arrival at the office of the **Landlord**. The date the physical payment arrives at the office shall be deemed the date of receipt by the **Landlord**.
7. Personal checks and money orders submitted by the **Tenant(s)** shall be made payable to **Nevins Real Estate Management**.

8. Physical checks from the **Tenant(s)** shall be remitted to the **Landlord** at 214 South Allen Street, State College, PA 16801.

**Disclaimer 1** – When more than one **Tenant** occupies a single unit, the **Landlord** will automatically create separate accounts. A fee of two dollars (\$2.00) per account per month, or twenty-four dollars (\$24.00) per year, shall be charged to the **Tenant(s)** for the convenience of making individual payments.

**Disclaimer 2** – The **Landlord** shall waive the processing service charge of two dollars (\$2.00) per **Tenant** if the **Tenant(s)** elect to pay the monthly installments in a single lump sum payment (i.e., one check, one money order, or one online ACH payment) for the entire **Premises** (*Section 1.1*).

#### 1.14 ALLOCATION OF PAYMENTS

Payments received by the **Landlord** shall be applied to the oldest outstanding balance on the account of the **Tenant(s)**. In the event that a **Tenant** has an outstanding balance (e.g., late fees, damage fees, utility fees, past-due rent, etc.), the oldest charge shall be satisfied before any payment is applied to future **Monthly Installments** (*Section 1.5-2*).

#### 1.15 LATE PAYMENTS

1. If **Monthly Installments** (*Section 1.5-2*) are not received by the **Landlord** on or before **5:00 p.m. on the fifth (5th) day of the month** in which they are due, the **Tenant(s)** shall incur a late fee of **five dollars (\$5.00) per day** for each day the payment remains delinquent. This fee shall accrue retroactively from the first (1st) day of that month and shall compound daily until all delinquent payments are received.
2. A service charge of **thirty dollars (\$30.00)** shall be levied on all payments returned to the **Landlord** due to insufficient funds or for any other reason that prevents the transaction from being processed.

#### 1.16 REMEDIES

If the **Tenant(s)** violate any of the terms and conditions of this *Residential Lease Agreement* and/or *Rules and Regulations*, the **Landlord** has the right to act against the **Tenant(s)**.

**a) Reasons for these actions include, but are not limited to:**

- a) If the **Tenant(s)** neglect to pay the **Monthly Installments** (*Section 1.5-2*).
- b) If the **Tenant(s)** fail to pay outstanding balances resulting from their actions.
- c) If the **Tenant(s)** violate any terms or conditions of the *Residential Lease Agreement* and/or **Rules & Regulations**.

**b) When the Landlord pursues legal action against the Tenant(s), the Landlord may exercise one or more of the following options:**

- a) File a lawsuit through the courts to collect the entire unpaid balance of the **Total Base Rent Due** (*Section 1.5-3*), together with any applicable violation fees, court costs, and attorney's fees.
- b) File a lawsuit through the courts to collect the outstanding balance owed at the time of filing, together with any applicable violation fees, court costs, and attorney's fees.
- c) File a lawsuit through the courts to evict the **Tenant(s)** for a violation of the *Residential Lease Agreement* and/or *Rules & Regulations*. In such a case, the **Landlord** may also seek recovery of the entire unpaid balance of the **Total Base Rent Due** (*Section 1.5-3*), together with any applicable violation fees, court costs, and attorney's fees.

**c) When the Landlord pursues legal action against the Tenant(s), the Landlord may elect to file against one or more of the following:**

- a) A single **Tenant**.
- b) A single **Tenant** and their cosigner.
- c) Multiple **Tenant(s)**.
- d) Multiple **Tenant(s)** and their cosigner(s).

**d) If any balance remains owed after the Expiration Date** (*Section 1.6-2*) of the *Residential Lease Agreement*, the **Landlord** may refer the outstanding balance to a collection agency. The **Landlord** may elect to submit one or more of the following parties:

- a) A single **Tenant**.
- b) A single **Tenant** and their cosigner.
- c) Multiple **Tenant(s)**.
- d) Multiple **Tenant(s)** and their cosigner(s).

**Disclaimer 1** – The **Landlord** may file a lawsuit against the **Tenant(s)**, and their cosigner(s), if applicable, without providing

prior notice.

**Disclaimer 2** – The **Landlord's** decision to take one action against the **Tenant(s)** and their cosigner(s), if applicable, shall not preclude the **Landlord** from taking additional actions against the **Tenant(s)** and/or their cosigner(s), as appropriate. The **Landlord's** failure to enforce any term or condition of the *Residential Lease Agreement* and/or *Rules & Regulations* shall not waive or prevent the **Landlord** from enforcing such terms and conditions at any later time.

**Disclaimer 3** - In the event of a breach of this *Residential Lease Agreement* by the **Tenant(s)**, the **Landlord** shall be entitled to reimbursement for all costs and expenses incurred as a result of such breach. These costs may include, but are not limited to, **reasonable attorney's fees, court costs, collection expenses, and any other related costs** necessary to enforce the terms of this agreement or recover damages.

#### 1.17 INSURANCE

**Landlord Coverage** - The **Landlord** agrees to insure the structure of the **Premises** (Section 1.1) for fire and extended coverage. The **Landlord** shall not be liable for any injury, loss, or damage occurring within the **Premises** (Section 1.1) caused by fire, water, rain, snow, ice, or other sources that may leak, flow, or enter into or around the **Premises** (Section 1.1) or the building in which the **Premises** (Section 1.1) are located.

**Tenant(s) Coverage** - The **Tenant(s)** are solely responsible for protecting and insuring their personal property located in or about the **Premises** (Section 1.1).

#### 1.18 DESTRUCTION OF LEASED PREMISES

The **Tenant(s)** will be held financially responsible for any damages and/or situations that are a direct result of negligent acts by the **Tenant(s)**, the **Tenant(s)' family**, and/or any **guest(s)** visiting the **Premises** (Section 1.1). This includes, but is not limited to:

1. **Physical Damages**

1. Any damage to the **Premises** (Section 1.1) and/or the structure in which the **Premises** (Section 1.1) is located caused by negligent acts of the **Tenant(s)** and/or their guest(s). This does **not** include normal wear and tear resulting from the age of the (Section 1.1) or the structure in which it is located.

2. **Unsanitary Living Conditions**

1. Any conditions created by the **Tenant(s)** and/or their guest(s) that promote an environment conducive to pests, rodents, or other infestations.

3. **Excessive Clutter**

1. Any clutter or accumulation of belongings that restricts access to all areas of the unit, including but not limited to doors and windows, caused by negligent acts of the **Tenant(s)** and/or their guest(s).

**Disclaimer 1:** The **Landlord** will take immediate action to remedy any issues on or around the **Premises** (Section 1.1) that impact the safety or value of the structure.

**Disclaimer 2:** The **Tenant(s)** shall repay the **Landlord** for any expenses incurred as a direct result of the **Tenant(s)'** negligent acts. Payment must be made within **five (5) days** of the billing date. Failure to repay within this timeframe will result in the application of **late fees** for delinquent payments, as outlined in this *Residential Lease Agreement*.

#### 1.19 CARE & MAINTENANCE OF PREMISES

The **Tenant(s)** shall use good judgment and exercise precautionary measures within the **Premises** (Section 1.1) and when occupying any part of the structure surrounding the **Premises** (Section 1.1). These actions include, but are not limited to:

1. **Appliances and Fixtures**

- a) Operate all appliances and fixtures safely and as intended.
- b) Fixtures are not to be altered/changed without prior consent from the **Landlord**.
- c) The refrigerator must remain plugged in and turned on for the entire term of the *Residential Lease Agreement*. If the **Tenant(s)** unplug the fridge and cause damage, the **Landlord** will charge the **Tenant(s)** for repair/replacement.
- d) **Tenant(s)** shall furnish and install electric light bulbs. In the case that the **Tenant(s)** is/are unable to install the light bulb(s), the **Landlord** will install the light bulb at no fee to the **Tenant(s)**.

2. **Cold Weather and Warm Weather Requirements**

- a) Heating and air conditioning systems, if applicable, within the **Premises** (Section 1.1) will be used for their intended

purposes.

- b) **Tenant(s)** shall maintain a minimum temperature of **55 degrees F** in all heated rooms of the **Premises (Section 1.1)** during the cold weather months, from **October 1st to May 15th**, in compliance with Centre County Code Regulations.
- c) Windows must remain closed during the cold weather months, from **October 1st to May 15th**, in compliance with Centre County Code Regulations.
- d) All window fans and air conditioners will be removed from the Windows by the **Landlord** during the cold weather months, from **October 1st to May 15th**, in compliance with Centre County Code Regulations.

### 3. Cleanliness and Hygiene

- a) The interior cleanliness standard requires that the unit be maintained in a state of good hygiene, which prevents the attraction of bugs & rodents. If the cleaning standard is not being maintained within the **Premises (Section 1.1)**, the **Landlord** will have the **Premises (Section 1.1)** professionally cleaned/exterminated at the expense of the **Tenant(s)**.
- b) Garbage, refuse, recycling, and other waste materials need to be disposed of in the appropriate recycling bins or dumpsters located around the **Premises (Section 1.1)**. Garbage, refuse, recycling, and other waste matter are not to be stored in unauthorized areas of the structure in which the **Premises (Section 1.1)** is located.

### 4. Safety and Hazard Prevention

- a) **Tenant(s)** shall not store any flammable, hazardous, or toxic substances in or about the **Premises (Section 1.1)** that expose **Tenant(s)**, **Landlord**, or others to a risk of injury, loss, or damage.
- b) **Tenant(s)** shall not engage in any activities in or about the **Premises (Section 1.1)** which expose **Tenant(s)**, **Landlord**, or others to a risk of injury, loss, or damage.

### 5. Property, Common Area, and Interior Use

- a) Indoor furniture is not permitted to be stored outside. Indoor furniture exposed to the outside elements is a violation of the borough ordinance.
- b) The common areas, porches, balconies, and/or stairwells are not to be used as storage areas. Such items include, but are not limited to, indoor furniture, trash, and garbage cans.
- c) The **Landlord** must approve all items and/or advertisements placed on windowsills or over windows. **Landlord** will notify **Tenant(s)** of any violations. If **Tenant(s)** do not take action to rectify the breach, the **Landlord** will take action at a fee to the **Tenant(s)**.
- d) **Landlord** must approve exterior decorations outside the **Premises (Section 1.1)**. **Landlord** will notify **Tenant(s)** of any violations. If **Tenant(s)** do not take action to rectify the breach, the **Landlord** will take action at a fee to the **Tenant(s)**.
- e) **Tenant(s)** shall not install shelving, picture hooks, wallpaper, paint, or alter in any way the features of the **Premises (Section 1.1)** without prior written consent of the **Landlord**.

### 6. Prohibited Items

- a) No waterbed shall be permitted within the **Premises (Section 1.1)** without the prior written consent of the **Landlord**.
- b) Hot tubs and/or pools of any nature are prohibited anywhere on the grounds in which the **Premises (Section 1.1)** is located.
- c) Grills of any sort (Gas or charcoal) are not permitted around or in the **Premises (Section 1.1)**. For safety and Insurance reasons, the **Landlord** will dispose of grills with no reimbursement to the **Tenant(s)**.

**Disclaimer 1** - The **Landlord** will invoice the **Tenant(s)** for any negligent actions resulting in damage or unsafe conditions within the **Premises (Section 1.1)**, within the structure containing the **Premises (Section 1.1)**, and in the common areas surrounding the **Premises (Section 1.1)**. The fee charged by the **Landlord** will equal the fair market value of the services performed to correct the damage or unsafe condition, and the **Tenant(s)** account will be billed accordingly. Reimbursement must be made within **five (5) days** of the invoice date.

**Disclaimer 2** - Rates to remedy issues caused by the **Tenant(s)** and/or their guest(s) may exceed **\$50.00 per hour**, depending on the condition of the **Premises (Section 1.1)** and the actions required to correct the situation(s).

## 1.20 LANDLORD'S RIGHT TO THE PROPERTY

- 1. The **Landlord** has the right to enter the **Premises (Section 1.1)** for justifiable reasons. Entry will generally occur during standard operating hours for routine work and inspections. Justifiable reasons for entry include, but are not limited to:

- a) Performing routine inspections to ensure the integrity of the **Premises** (Section 1.1).
  - b) Performing maintenance or repairs within the **Premises** (Section 1.1).
  - c) Presenting the **Premises** (Section 1.1) to prospective **Tenant(s)**.
  - d) Presenting the **Premises** (Section 1.1) to prospective purchasers and/or bank inspectors.
  - e) Presenting the **Premises** (Section 1.1) to insurance providers requiring internal inspections.
  - f) Presenting the **Premises** (Section 1.1) to local or county authorities upon request.
2. During emergencies, the **Landlord** has the right to enter the **Premises** (Section 1.1) during off-hours to preserve the integrity of the structure, the **Premises** (Section 1.1), and/or areas surrounding the **Premises** (Section 1.1). Justifiable reasons for emergency entry include, but are not limited to:
  - a) Requested health and wellness checks.
  - b) Maintenance issues involving water, electrical, and/or gas.
  - c) Life safety issues.
3. The **Landlord** has the right to temporarily suspend utility service(s) to the **Premises** (Section 1.1) in order to perform necessary repairs required to protect the **Premises** (Section 1.1) and/or the structure in which the **Premises** (Section 1.1) is located.

#### 1.21 TENANT(S) OBLIGATION TO REPORT

The **Tenant(s)** shall immediately notify the **Landlord** of any situation in which the integrity of the **Premises** (Section 1.1) and/or the area surrounding the **Premises** (Section 1.1) is at risk of deterioration or has been impacted by casualty. These situations include, but are not limited to:

1. Water leaks, flooding, or plumbing failures.
2. Fire, smoke, or electrical hazards.
3. Structural damage, including walls, ceilings, floors, windows, or doors.
4. Infestations of pests or rodents.
5. Damage caused by severe weather, such as snow, ice, or wind.
6. Any other condition that threatens the safety, habitability, or value of the **Premises** or surrounding structure.

**Disclaimer 1:** The **Tenant(s)** shall repay the **Landlord** for any expenses incurred as a result of the **Tenant(s)**' negligence in reporting unsafe conditions and/or any delay in reporting unsafe conditions to the **Landlord**.

**Disclaimer 2:** The **Tenant(s)** shall have the option to continue occupying the habitable portion of the **Premises** (Section 1.1) in any situation where only part of the **Premises** (Section 1.1) is deemed uninhabitable, provided that the **Tenant(s)** can safely inhabit the remaining habitable portion.

#### 1.22 INABILITY OF THE LANDLORD TO GIVE POSSESSION

In a situation where the **Landlord** cannot transfer possession of the **Premises** (Section 1.1) to the **Tenant(s)** at the beginning of the **Residential Lease Agreement**, the Agreement shall still commence in conjunction with the **Start Date** (Section 1.6-1). However, the **Landlord** will adjust the monthly installment to reflect the actual day on which possession is delivered to the **Tenant(s)**.

*Example: If the prior **Tenant(s)** illegally remain in the **Premises** (Section 1.1) after their lease term has ended.*

**Disclaimer 1:** The **Landlord** shall not be liable for damages if possession of the **Premises** (Section 1.1) cannot be transferred to the **Tenant(s)** for reasons outside the **Landlord's** control.

#### 1.23 SUBLETTING AND ASSIGNMENTS

Only the **Tenant(s)** named in this **Residential Lease Agreement** may reside in the **Premises** (Section 1.1). The **Tenant(s)** shall not assign this **Residential Lease Agreement** or enter into any sublease agreement without the **Landlord's** prior written consent. Any attempt to assign or sublease without such prior written consent will constitute a violation of this **Residential Lease Agreement**.

If the **Landlord** consents to an assignment or sublease, the agreement will be subject to the terms set forth by the **Landlord** and agreed upon in writing by both parties.

**Disclaimer 1:** The terms set forth by the **Landlord** may include, but are not limited to, forfeiture of the security deposit and/or reasonable fees to cover the cost of advertising and re-renting the apartment.

**Disclaimer 2:** The **Tenant(s)** remain fully responsible for the **Total Base Rent Due** (*Section 1.5-3*) until the apartment is re-rented to a newly qualified occupant approved by the **Landlord**.

#### 1.24 RELIEF OF LANDLORD FROM LIABILITY

1. The **Landlord** is not liable for loss, injury, or damage to any person(s) or property at the **Premises** (*Section 1.1*), except where such loss, injury, or damage is the direct result of the **Landlord's** intentional neglect.

2. The **Landlord** shall not be liable for any injury or damage caused by water, rain, snow, or ice that leaks or flows from any source into or around the **Premises** (*Section 1.1*) or the building in which the **Premises** (*Section 1.1*) is located.

#### 1.25 SUBORDINATION

This *Residential Lease Agreement* is and shall remain **subordinate to all mortgages and security interests** presently existing on the **Premises** (*Section 1.1*) and to any future mortgages and/or security interests associated with the dwelling of which the **Premises** (*Section 1.1*) is a part.

#### 1.26 PET PROHIBITION

The **Tenant(s)** shall not keep any animals or pets in the **Premises** (*Section 1.1*) or any portion of the property of which the **Premises** (*Section 1.1*) is a part, unless expressly authorized in writing by the **Landlord**. Any violation of this provision will result in a **fine of \$35.00 per day, per violation**, which will be charged to the **Tenant(s)**' account.

#### 1.27 GOVERNMENTAL POWER OF EMINENT DOMAIN

Eminent Domain is the right of a government to take private property for public use. Fair compensation must be paid to the **Tenant(s)** by the **Landlord**. If all or any part of the **Premises** (*Section 1.1*), or the building containing the **Premises** (*Section 1.1*), is taken by Eminent Domain, this *Residential Lease Agreement* shall terminate as to the part taken.

**Disclaimer 1:** The **Landlord** shall not be liable for any claims by the **Tenant(s)** for loss of use of all, or any portion of, the **Premises** (*Section 1.1*), or the building containing the **Premises** (*Section 1.1*), resulting from governmental enforcement of eminent domain.

By signing below, **Tenant(s)** and **Landlord** acknowledge and agree to the terms in Section 1.

Tenant 1: \_\_\_\_\_ Date: \_\_\_\_\_ Tenant 2: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 3: \_\_\_\_\_ Date: \_\_\_\_\_ Tenant 4: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 5: \_\_\_\_\_ Date: \_\_\_\_\_ Tenant 6: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 7: \_\_\_\_\_ Date: \_\_\_\_\_ Tenant 8: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_



## 2. Rules & Regulations

### 2.1 HOUSE SEWER

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1. The commode and other water apparatus found within the **Premises** (*Section 1.1*) shall not be used for any purpose other than that for which they are constructed.
2. **Tenant(s)** must get the **Landlord's** approval before installing additional fixtures in the existing water apparatus. This includes but is not limited to portable washers, bidets, and portable dishwashers.
3. **Tenant(s)** are **NOT** permitted to flush Disposable Wipes, sanitary napkins, tampons, disposable diapers, rubbish, or any other improper articles down the commode.
4. Cooking oils, grease, and food are unsuitable for sanitary drains. These items must be disposed of in the trash bags and put in the dumpster for removal.

**Disclaimer 1** - Rates to remedy issues caused by negligent acts by the **Tenant(s)** and/or **Tenant(s)** guests can exceed **\$50.00** per hour, depending on the condition of the **Premises** (*Section 1.1*) and what needs to happen to remedy the situation. The **Landlord** will bill these fees to the **Tenant's** account, and the **Tenant(s)** must pay the invoice within 10 days of billing.

### 2.2 RIGHT OF PEACEFUL ENJOYMENT

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1. **Tenant(s)** and/or **Tenant(s)** guests shall not create or cause any disturbing noises within the **Premises** (*Section 1.1*) that will interfere with the comforts and/or conveniences of other occupants within the structure.
2. **Tenant(s)** and/or **Tenant(s)** guests shall not play musical instruments, stereo(s), television(s), or radio(s) at an excessive volume in the **Premises** (*Section 1.1*) if the noise will interfere with the comforts and/or conveniences of other occupants within the structure of the **Premises** (*Section 1.1*).

### 2.3 PARKING REGULATION

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1. Only **Tenant(s)** with valid parking leases are permitted to park at the **Premises** (*Section 1.1*).
2. **Tenant(s)** must park only in the spaces designated in their parking lease, if applicable. Illegally parked vehicles parked in spaces are subject to immediate ticketing and/or towing at the expense of the **Tenant(s)**.
3. All permitted vehicles must be registered with the **Landlord**.
4. All permitted vehicles **MUST** be in drivable condition and have a current registration & inspection.
5. Vehicles are strictly prohibited from being parked on the grass, porches, sidewalks, or common areas of the **Premises** (*Section 1.1*) at any time.
6. Vehicle maintenance or repairs are not permitted on the **Premises** (*Section 1.1*) due to insurance reasons. This includes, but is not limited to, oil changes, brake replacement, and exhaust work.

### 2.4 SMOKING WITHIN PREMISES AND STRUCTURE

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1. Smoking is strictly prohibited inside the **Premises** (*Section 1.1*) and within the structure in which the **Premises** (*Section 1.1*) is located. Violations by **Tenant(s)** or their guests will result in a fee of **\$200.00 per occurrence**, charged to the **Tenant(s)** account.
2. Smoking is permitted at least **10 feet** from the exterior of the building, in areas where it does not disturb other occupants of the structure in which the **Premises** (*Section 1.1*) is located.

### 2.5 UNIT ACCESSIBILITY

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1. **Tenant(s)** may not install additional locks, alter existing locks, or change lock codes to the **Premises** (*Section 1.1*) without prior consent from the **Landlord**. The **Landlord** must maintain access to all areas of the **Premises** (*Section 1.1*) for emergency purposes. Unauthorized changes will be reversed by the **Landlord**, and the **Tenant(s)** will be charged for a restoration fee.
2. A maintenance fee will be charged to any **Tenant(s)** requiring the **Landlord** to unlock the **Premises** (*Section 1.1*) outside of regular business hours. The fee will reflect the actual cost incurred by the **Landlord**.
3. **Tenant(s)** requesting a code change on any coded combination lock will incur a fee of **\$40.00** per occurrence. This service can only be taken during regular office hours, excluding holidays.

## 2.6 SMOKE/CARBON MONOXIDE DETECTORS

**Tenant(s)** is/are responsible for ensuring the smoke detectors & carbon monoxide detectors, if applicable, in the **Premises** (Section 1.1) are in good working order through regular visual inspection and signal/battery testing.

1. **Tenant(s)** is/are responsible for battery replacement.
2. **Tenant(s)** is/are responsible for informing **Landlord** immediately of any malfunctioning device in the **Premises** (Section 1.1).
3. **Landlord** shall not be responsible for malfunctioning smoke detectors and/or carbon monoxide detectors because of weak/defective batteries or device failure due to reasons outside the **Landlord's** control.
4. Should **Tenant(s)** fail to keep detectors in good working order or permit any detector to be damaged in any way, **Tenant(s)** shall be assessed a fee for replacement by the **Landlord** and/or fines from local municipalities.

**Disclaimer 1** - The **Landlord** will annually inspect all smoke detectors and carbon monoxide detectors in every unit to ensure the devices are functioning correctly.

## 2.7 FIRE EXTINGUISHER

**Tenant(s)** is/are responsible for ensuring the fire extinguisher in the **Premises** (Section 1.1) is in good working order through regular visual inspection.

**Disclaimer 1** - The **Landlord** will conduct an annual inspection of the fire extinguishers in each unit to verify proper functionality.

## 2.8 OPEN FLAME & ALTERNATIVE HEATING DEVICES

1. Candles or any open flame device are safety hazards and discouraged from **Premises** (Section 1.1) use. Any candle or open flame device found left unattended or being used where people are sleeping will result in a fine to the **Tenant(s)** imposed by the **Landlord**.
2. No charcoal, propane, or other open-flame heating or cooking devices shall be operated and/or stored within the **Premises** (Section 1.1), including porches, decks, and steps).
3. No charcoal, propane, or other open-flame heating or cooking devices shall be operated within 10 feet of any **Premises** (Section 1.1) or combustible structure. Violation of these terms is a fineable offense from the **Landlord** and could result in eviction.
4. Kerosene burners and/or any auxiliary heaters are prohibited within the **Premises** (Section 1.1) unless provided by **Landlord**.

## 2.9 SERVICE ANIMALS

In certain situations, the **Landlord** will approve a request from the **Tenant(s)** to have a service animal.

1. For the **Landlord** to approve the service animal, the following documentation must be provided to the **Landlord** by the **Tenant(s)**:

1. Proof that the service animal is a medical treatment advised by an approved physician.
2. Proof of the vaccinations for the service animal. Vaccination records need to be approved by the **Landlord** before the pet enters the structure of **Premises** (Section 1.1).
3. Veterinary certification that the animal is a registered service animal

2. If the **Landlord** approves the service animal request from the **Tenant(s)**, the following stipulations must be followed:

1. The service animal must be kept on a leash outside the **Premises** (Section 1.1) unless caged. Violating this requirement will result in fines from the local municipality and/or actions taken by the **Landlord** that can include, but are not limited to, possible eviction from the **Premises** (Section 1.1).
2. It is the **Tenant(s)** responsibility to clean up messes caused by their service animal. The **Landlord** will charge a fee to remedy issues found to be a result of the service animal.
3. Service animals impacting the quiet enjoyment of other residents will not be tolerated. This is a violation of the *Residential Lease Agreement* and can result in eviction from the **Premises** (Section 1.1).
4. Damages caused by the **Tenant(s)** service animal to the **Premises** (Section 1.1) and/or the structure of the **Premises** (Section 1.1) will be billed to the **Tenant(s)** account by the **Landlord**. This includes but is not limited to:

- a) Frayed/holes found within the carpeted area of the **Premises** (Section 1.1)
  - b) soiled carpet found within the **Premises** (Section 1.1)
  - c) Baseboard damage within the **Premises** (Section 1.1)
  - d) Door damage found within the **Premises** (Section 1.1).
5. **Premises** (Section 1.1) impacted by the presence of odor resulting from the service animal at the **Expiration Date** (Section 1.6-2) of the **Residential Lease Agreement** will result in fees to the **Tenant(s)**. The **Landlord** will take the appropriate action to remove the presence of odors at a cost to the **Tenant(s)**.

## 2.10 SOCIAL GATHERINGS

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1. **Tenant(s)** acknowledge the existence of the **Borough's Nuisance Gathering Ordinance** and agree to comply with all related regulations.
2. Underage drinking and public intoxication are strictly prohibited at all properties owned or managed by the **Landlord**. Violators, including **Tenant(s)** and their guests, will be reported to law enforcement.
3. **Tenant(s)** must register all social gatherings at least **24 hours** prior to the event. Weekend events must be registered Monday through Friday during regular business hours. Failure to register will result in a **\$100.00 fine per Tenant**, payable within ten (5) days of notification.
4. Social gatherings are strictly prohibited at Fairview Apartments and Park Lane Apartments.
5. All social events must remain contained within the **Premises** (Section 1.1). Overflow of guests into common areas is prohibited.
6. Doors to the **Premises** (Section 1.1) must remain closed at all times during social events.
7. Open containers must remain inside the **Premises** (Section 1.1) at all times.
8. **Tenant(s)** must not overcrowd the **Premises** (Section 1.1) to the extent that it poses a safety hazard. There must be unobstructed pathways for safe exit, as determined by the **Landlord**.
9. No more than 25 individuals are permitted inside the **Premises** (Section 1.1) at any one time.
10. **Tenant(s)** of both registered and unregistered gatherings may be held financially responsible for damages or clean-up costs in common areas, as determined by the **Landlord**. Charges will be divided among all **Tenant(s)** deemed responsible.
11. Conviction under the State College **Borough Nuisance Gathering Ordinance** constitutes a violation of the Residential Lease Agreement and may result in fines or other penalties imposed by the **Landlord** and/or local authorities.
12. **Tenant(s)** who fail to comply with the **Landlord's** social event policies may, at the **Landlord's** discretion, lose the privilege to register future events for the remainder of the lease term.

## 2.11 BICYCLES

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1. Bicycles must be registered with the State College Borough Police Department at 243 S. Allen St. Unregistered bicycles, or those with out-of-date registrations, will be removed and disposed of by the **Landlord**.
2. Bicycles may only be stored in the bike rack outside the **Premises** (Section 1.1) and not within the structure of the **Premises** (Section 1.1) or within the **Premises** (Section 1.1). Any bicycles left unattended anywhere on the **Premises** (Section 1.1), other than the bike rack, will be removed and disposed of by the **Landlord**.
3. The **Landlord** has the right to remove bicycles found around the **Premises** (Section 1.1) that are damaged or in a state of disrepair.

## 2.12 ALTERNATE EGRESS

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The roof and/or fire escape at the **Premises** (Section 1.1) are off-limits unless used for emergencies. Violations of this rule will result in a minimum **\$100** fine per occurrence by the **Landlord** and/or penalties imposed by the local municipalities.

## 2.13 WINDOW AIR CONDITIONING UNITS

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**Tenant(s)** are not permitted to install air conditioners without permission from the **Landlord**. For the **Landlord** to approve the installation of a window air conditioner, the unit must meet the following requirements:

1. Size & weight requirement for our windows
2. Must be installed with a **Tenant(s)** provided & **Landlord** approved support bracket.
3. Must be installed by maintenance staff at no fee to the **Tenant(s)**.
4. The **Landlord** must remove the air conditioner from October 1st to May 15th during the heating season

## 2.14 MAILBOXES

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1. **Tenant(s)** will be provided with a single mailbox key at the start of the *Residential Lease Agreement*.
2. If the **Landlord** has a spare mailbox key, the key can only be loaned during business hours. The mailbox key will be obtained at the **Landlord's** office with a valid ID of the **Tenant(s)** and returned within 72 hours.
3. **Tenant(s)** requesting a mailbox key replacement will be charged \$45.00 for lock replacement. The **Landlord** will do this work during regular business hours, excluding holidays.

## 2.15 LOITERING ON PREMISES

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Loitering is not permitted in the common areas, hallways, or stairwells of the property by **Tenant(s)** and/or guest of **Tenant(s)** at any time.

## 2.16 MODIFICATIONS OF AGREEMENT

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1. The **Landlord** reserves the right to rescind any of the *Rules and Regulations* listed above and/or to amend additional ones that may be needed to ensure the buildings' safety, care, maintenance, operation, and cleanliness.
2. The **Tenant(s)** will receive notice of changes/modifications to the *Rules and Regulations* by physical distribution to the **Premises** (Section 1.1).
3. Changes/modifications to the *Rules and Regulations* shall have the same force and effect as if originally made part of the foregoing *Residential Lease Agreement*.

By signing below, **Tenant(s)** and **Landlord** acknowledge and agree to the terms in Section 2.

Tenant 1: \_\_\_\_\_ Date: \_\_\_\_\_ Tenant 2: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 3: \_\_\_\_\_ Date: \_\_\_\_\_ Tenant 4: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 5: \_\_\_\_\_ Date: \_\_\_\_\_ Tenant 6: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 7: \_\_\_\_\_ Date: \_\_\_\_\_ Tenant 8: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

### 3. End-Of-Lease Procedures

#### 3.1 TRANSFER OF POSSESSION

Upon termination of this *Residential Lease Agreement*, **Tenant(s)** shall peaceably surrender possession of the **Premises** (Section 1.1) to the **Landlord**. Peaceful surrender includes, but is not limited to:

1. Removal of personal belongings from within the Premises (Section 1.1).
2. Return all keys to the **Landlord's** office by the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement* unless another *Residential Lease Agreement* begins immediately afterward. Keys not returned to the **Landlord** will be subject to replacement fees.
3. **Tenant(s)** must provide a forwarding address to the **Landlord** for anyone vacating the **Premises** (Section 1.1). The **Landlord** will use the address given by the **Tenant(s)** for future communications.
4. **Tenant(s)** are responsible for transferring utility services out of their name on the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement*. After that, services should automatically revert to the **Landlord** through agreements the **Landlord** has with the utility providers.
  - a) Services taken out of the **Tenant(s)** name before the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement* will be subject to fees per *SERVICES/UTILITIES* (Section 1.8) stated in the *Residential Lease Agreement*.
  - b) **Tenant(s)** are subject to utility fees after the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement* if services are **NOT** transferred out of the **Tenant(s)** name.
5. **Tenant(s)** agrees to notify **Landlord** if **Tenant(s)** chooses to vacate the **Premises** (Section 1.1), precluding the **Expiration Date** (Section 1.6-2).
  - a) **Tenant(s)** will be held to the terms of the **Expiration Date** (Section 1.6-2), but do have the option to surrender the possession of the **Premises** (Section 1.1) early to the **Landlord**.

**Disclaimer 1** - If **Tenant(s)** extend stay in **Premises** (Section 1.1) beyond the **Expiration Date** (Section 1.6-2), a charge of **\$300.00 per day** will be levied for each day the **Tenant(s)** extend beyond the **Expiration Date** (Section 1.6-2) unless both **Landlord** and **Tenant(s)** agree to an alternate date to vacate.

#### 3.2 RETURN OF PROPERTY TO LANDLORD

On the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement*, all **Premises** (Section 1.1) must be thoroughly cleaned and in good repair when returned to the **Landlord**. This includes but is NOT limited to:

##### General Areas

1. All personal effects, including food, trash, and **Tenant(s)** furniture, are to be removed from the **Premises** (Section 1.1). **Landlord** will remove and dispose of all items left by the **Tenant(s)** at a fee to the **Tenant(s)**.
2. Carpeted areas within the **Premises** (Section 1.1) are to be professionally cleaned on the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement* unless there is a continuation of an additional *Residential Lease Agreement* that immediately follows the current agreement. A professional carpet cleaning company receipt must be provided to the **Landlord** no later than the last of the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement*.
3. Hardwood and/or tile floors within the **Premises** (Section 1.1), including but not limited to bathrooms, kitchens, living rooms, and hallways, are to be cleaned, mopped, and left in a condition that is conducive to future occupancy.
4. Furniture within the **Premises** (Section 1.1) that the **Landlord** provides is to be wiped down, cleaned, free of debris, and left in a condition that is conducive to future occupancy.
5. Mini-blinds and/or vertical blinds within the **Premises** (Section 1.1) are to be cleaned by the **Tenant(s)**. This can be done with a cleaning product being applied to a rag/paper towel and wiping down the surface area(s).
6. Light Fixtures/ceiling fans are to be wiped down and cleaned. This can be done with a cleaning product being applied to a rag/paper towel and wiping down the exterior and interior surfaces.
7. Baseboards are to be wiped down and cleaned with a cleaning product being applied to a rag/paper towel and wiping down the exterior and interior surfaces.
8. Doors to be wiped down and cleaned with a cleaning product being applied to a rag/paper towel and wiping down the exterior and interior facing surfaces.
9. Radiators/electric baseboard heaters are to be vacuumed, wiped down, and cleaned with a cleaning product being applied to a rag/paper towel and wiping down the exterior and interior surfaces.
10. Windows are to be cleaned with a cleaning product being applied to a rag/paper towel and wiping down the exterior and interior surfaces.
11. Washer & Dryer, if applicable, are to have the interior and exterior surfaces wiped down and cleaned by applying a cleaning product to a rag/paper towel.

## **Kitchen**

1. The stove is to be cleaned and left in a condition conducive to future occupancy. This includes the surface area, elements, drip pans, and under the drip pans. For drip pans and elements that are in a condition that requires an exorbitant amount of time to return to the original state, the **Landlord** will replace them at a fee to the **Tenant(s)**.
2. The range is to be cleaned and left in a condition conducive to future occupancy.
3. Range hood is to be cleaned and left in a condition conducive to future occupancy. This includes cleaning the filter in situations where the filter can be cleaned manually.
4. The refrigerator is to be emptied of **Tenant(s)** belongings, cleaned, and left in a condition conducive to future occupancy.
5. Kitchen drawers and cupboards must be emptied entirely of **Tenant(s)** belongings, cleaned, and left in a condition conducive to future occupancy.
6. The dishwasher, if applicable, needs to be emptied of **Tenant(s)** belongings, drain trap emptied and cleaned, and left in a condition conducive to future occupancy.
7. Microwave, if applicable, needs to be cleaned and left in a condition conducive to future occupancy.

## **Bathroom(s)**

1. Exhaust fan covers are to be wiped down with a cleaning product being applied to a rag/paper towel.
2. Bathroom tub(s) are to be cleaned and free of soap scum. **Landlord** recommends spraying down the surface with a product designed to remove soap scum and letting it sit for 30 minutes before cleaning.
3. Tub walls are to be cleaned and free of soap scum. **Landlord** recommends spraying down the surfaces with a product designed to remove soap scum and letting it sit for 30 minutes before cleaning.
4. Medicine cabinet(s), if applicable, are expected to have all **Tenant(s)** personal belongings removed, wiped down, and cleaned.

**Disclaimer 1 - Tenant(s)** shall notify the **Landlord** immediately of any repairs or the need for repairs within the **Premises** (Section 1.1). Reasonable wear and tear is a fee that the **Landlord** absorbs.

**Disclaimer 2 - All Tenant(s)** of this *Residential Lease Agreement*, regardless of vacating/renewing status at the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement*, are required to adhere to the standard set forth by **Landlord**. For partially vacating/renewing apartments, all **Tenant(s)** of this *Residential Lease Agreement* must provide a clean, damage-free, and orderly environment for the **Tenant(s)** of the upcoming lease cycle. Failure to do so will result in charges against the entire security deposit.

## **3.3 CHARGES ABSORBED BY LANDLORD**

Fees absorbed by the **Landlord** that are the result of **Tenant(s)** non-compliance with the *End of Lease Procedures* shall be deducted from the **Tenant(s) Security Deposit** (Section 1.5-1).

## **3.4 SECURITY DEPOSIT RETURN PROCEDURE**

Upon the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement*, the **Landlord** will return the **Security Deposit** (Section 1.5-1) and any extra funds to the **Tenant(s)**. Before the **Landlord** makes any reimbursements to the **Tenant(s)**, the **Landlord** will verify the following:

1. **Landlord** will verify that the **Tenant(s)** vacated the **Premises** (Section 1.1) per the **Expiration Date** (Section 1.6-2).
2. **Landlord** will inspect the vacated **Premises** (Section 1.1) to ensure **Tenant(s)** complied with all the *Residential Lease Agreement terms, Rules and Regulations*, and *End of Lease Procedures*. Violations and/or non-compliance will result in fees.
3. **Landlord** will verify that **Tenant(s)** complied with the **Financial Terms** (Section 1.5) and that all outstanding balances have been satisfied.

**Disclaimer 1 - Landlord** may retain all or a portion of the **Tenant(s) Security Deposit** (Section 1.5-1) to reimburse **Landlord** for loss, damage, and/or expense resulting from the **Tenant(s)** violation(s)

**Disclaimer 2 - Tenant(s)** acknowledge that the **Security Deposit** (Section 1.5-1) is not permitted to be used as payment for their final **Monthly Installment** (Section 1.5-2). If an independent payment outside the **Security Deposit** (Section 1.5.1) is not received for the final **Monthly Installment** (Section 1.5-2), the **Tenant(s)** will incur fees in conjunction with **Late Payments** (Section 1.15)

By signing below, **Tenant(s)** and **Landlord** acknowledge and agree to the terms in Section 3.

Tenant 1: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 2: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 3: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 4: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 5: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 6: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 7: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 8: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Sample Lease



**Centre Region Code Administration**  
2643 Gateway Dr, Ste 1, State College, PA 16801  
Phone: 814-234-3812 Email: [kjw@crcog.net](mailto:kjw@crcog.net)  
Website: [www.crcog.net/crca](http://www.crcog.net/crca)

## **BOROUGH OF STATE COLLEGE TENANT NOTIFICATION ACKNOWLEDGEMENT**

In accordance with *Section 803.3 of the Centre Region Rental Housing & Building Safety Code, 2023 Edition*, at the beginning of each lease period and at least annually thereafter, the person in charge shall provide all tenant(s) on the lease, information regarding the following requirements, including reference to any ordinances.

- Maximum occupancy for the residential property
  - Maximum number of persons who can reside in the rental property
  - If the property is a student home
  - Regulations regarding dogs (if present)
  - Regulations regarding property maintenance
  - Regulations regarding refuse, parking, weeds, and removal of snow and ice from sidewalks
  - Information on the handling of recyclable materials
  - Specific information regarding the State College Division of the Health and Neighborhood Services and the Centre Region Code Administration
  - Signed copy of the fire safety certification
  - Regulations regarding tampering with fire protection equipment
  - Notification in writing of all scheduled inspections a minimum 7 calendar days prior to the scheduled inspection date and 1 calendar day prior to reinspection
  - Notice of regulations regarding roof occupancy and possible penalties
  - Notice of regulations regarding interior furniture and possible penalties
  - Notice of regulations regarding unsanitary conditions in rental properties and regulations and possible penalties
  - Notice of information regarding tenants' rights as published by the municipality
  - Notice of information regarding fire safety as published by the municipality
  - For units where the tenant is responsible for payment of utilities (electricity, natural gas, propane, fuel oil, water, etc.), the owner shall make available to the tenant the prior 24 months of utility costs prior to signing the lease agreement. The tenant is responsible for providing utility cost information to the owner within 60 days of the receipt of the bill from the utility.
- 1) A signed copy of the acknowledgment shall be maintained by the person in charge and made available to the tenant(s), code official, or municipality upon request.
  - 2) It is the responsibility of the tenant(s) to review the documents referenced and be familiar with the requirements for the rental property. All tenants on the lease shall sign the acknowledgment and return it to the person in charge.
  - 3) Any tenant or owner failing to execute the acknowledgment shall be in violation of this section and subject to the penalties set forth in *Section 107.3 of the Centre Region Rental Housing & Building Safety Code, 2023 Edition*. Neither the owner nor the tenant(s) shall be responsible for any other party's failure to execute the acknowledgment.
  - 4) A Tenant Notification Acknowledgement is provided on the reverse side of this document.

**The completed agreement does not need to be returned with the application packet.**  
**Please be prepared to provide access to the signed form at the time of inspection.**



## **Borough of State College Tenant Notification Acknowledgment**

THE PERSON IN CHARGE of the rental unit at (address) 121 West Fairmount Ave \_\_\_\_\_ hereby certifies that tenant(s) effective (date) \_\_\_\_\_ have been provided with all required rental property information in accordance with *Section 803.3 of the Centre Region Rental Housing & Building Safety Code, 2023 Edition*.

In accordance with the provisions of Borough of State College Ordinance # 2206 the person in charge hereby provided the tenant(s) with the following information, or provided a webpage where the information could be found:



- ✓ Maximum occupancy for the residential property
- ✓ Maximum number of persons who can reside in the rental property
- ✓ If the property is a student home
- ✓ Regulations regarding dogs (if present)
- ✓ Regulations regarding property maintenance
- ✓ Regulations regarding refuse, parking, weeds, and removal of snow and ice from sidewalks
- ✓ Information on the handling of recyclable materials
- ✓ Specific information regarding the State College Division of the Health and Neighborhood Services and the Centre Region Code Administration
- ✓ Signed copy of the fire safety certification
- ✓ Regulations regarding tampering with fire protection equipment
- ✓ Notification in writing of all scheduled inspections a minimum 7 calendar days prior to the scheduled inspection date and 1 calendar day prior to reinspection
- ✓ Notice of regulations regarding roof occupancy and possible penalties
- ✓ Notice of regulations regarding interior furniture and possible penalties
- ✓ Notice of regulations regarding unsanitary conditions in rental properties and regulations and possible penalties
- ✓ Notice of information regarding tenants' rights as published by the municipality
- ✓ Notice of information regarding fire safety as published by the municipality
- ✓ For units where the tenant is responsible for payment of utilities (electricity, natural gas, propane, fuel oil, water, etc.), the owner shall make available to the tenant the prior 24 months of utility costs prior to signing the lease agreement. The tenant is responsible for providing utility cost information to the owner within 60 days of the receipt of the bill from the utility.

**Additional information can be found on the Centre Region Code Administration Website. Visit [www.crcog.net/crca](http://www.crcog.net/crca) and review the tenant information under rental housing.**

**All tenants on a lease shall sign the acknowledgment and return it to the person in charge.**

As stated in Borough of State College Ordinance # 2206 any tenant or owner failing to execute the acknowledgment shall be in violation of *Section 803.3 of the Centre Region Rental Housing & Building Safety Code, 2023 Edition*, and subject to the penalties set forth in *Section 107.3 of the Centre Region Rental Housing & Building Safety Code, 2023 Edition*. Neither the owner nor the tenant(s) shall be responsible for any other party's failure to execute the acknowledgment.

IN WITNESS WHEREOF, the parties have executed this Acknowledgment:

_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature
_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature
_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature
_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature
_____ Date	_____ Person in Charge Signature		