

1. Residential Lease Agreement

1.1 PREMISES

<<Unit Name>>

411 Waupelani Drive State College PA 16801

1.2 OCCUPANT(S)

Tenant(s)

<<Tenants (Financially Responsible)>>

Co-Signer(s)

<<Co-Signer(s)>>

1.3 CONTRACTUAL AGREEMENT

TENANT(S) agrees to the **FINANCIAL TERMS** (Section 1.5), plus any additional fees resulting from applicable addendums, sequential fees, and/or riders applicable to the **PREMISES** (Section 1.1).

LANDLORD agrees to provide a habitable dwelling per all federal, state, and local laws and regulations.

1.4 JOINT AND SEVERAL LEASE

This *Residential Lease Agreement* is a joint and several lease legally binding between the **OCCUPANT(S)** (Section 1.2), referenced as "**TENANT(S)**" for the remainder of this agreement, and **Executive House Apartments**, referenced to as "**LANDLORD**" for the remainder of this agreement.

1.5 FINANCIAL TERMS

1. **Security Deposit:** <<Monthly Rent>>
2. **Monthly Rent:** <<Monthly Rent>>
 - **Prorated First Month Rent:** <<Prorated Rent>>Prorated 1st month rent

1.6 DURATION

1. **Start Date:** 12:00 Noon - <<Move-in Date>>
2. **Expiration Date:** 11:59 PM - <<Lease End Date>>

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)** understands and agrees that the condition of the **PREMISES** (Section 1.1) on the *Start Date* (**DURATION** Section 1.6-1) is not the responsibility of the **LANDLORD**. Renewals start immediately following the expiration of the prior *Residential Lease Agreement*. **TENANT(S)** agrees to accept the **PREMISES** (Section 1.1) on the condition that the preceding **TENANT(S)** left the space at the expiration of their *Residential Lease Agreement*. The **LANDLORD** does not perform aesthetic items such as general cleaning and/or carpet cleaning before this *Residential Lease Agreement's Start Date* (**DURATION** Section 1.6-1).
- In a situation where concerns are found in the **PREMISES** (Section 1.1) when **TENANT(S)** takes possession on the *Start Date* (**DURATION** Section 1.6-1), the **TENANT(S)** has 24 hours to report these findings to the **LANDLORD**.

X _____
Initial Here

1.8 SERVICES/UTILITIES

LANDLORD/TENANT(S) responsibilities for utilities/services to the **PREMISES** (Section 1.1) are as follows:

1. **Internet:** LANDLORD
2. **Gas:** LANDLORD
3. **Heat:** LANDLORD
4. **Electric:** TENANT(S)
5. **Water/Sewer Service:** LANDLORD
6. **Refuse Collection:** LANDLORD
7. **On-Site Parking Option:** Yes

- Note: Parking is sold on a first-come, first-served basis and does not guarantee a spot

Disclaimer 1: **LANDLORD** requires **TENANT(S)** to contact the utility provider(s) to put services in the **TENANT(S)** name if they are their responsibility. If service(s) is/are left in the **LANDLORD's** name, the **LANDLORD** will pay the invoice(s) and bill the **TENANT(S)** account accordingly. In addition to the invoice amount from the utility provider, the **LANDLORD** will bill the **TENANT(S)** account an additional \$50.00 per bill as a penalty charge for not having the account(s) switched into the **TENANT(S)** name

Disclaimer 2: When utility services are shut off to a **PREMISES** (Section 1.1) due to a default in payment from the **TENANT(S)** to the utility provider(s), the **LANDLORD** has the right to put the utilities into the **LANDLORD's** name to ensure the integrity of the **PREMISES** (Section 1.1). In such a situation, the **LANDLORD** will charge the **TENANT(S)** accordingly with the additional penalty charge (Section 1.8, Disclaimer 1)

Disclaimer 3: The **TENANT(S)** are responsible for taking all utility services out of their name at the expiration of this *Residential Lease Agreement* unless they wish to continue to stay in the **PREMISES** (Section 1.1) for an additional lease term

1.9 BINDING EFFECT

This *Residential Lease Agreement* legally binds the **LANDLORD** with the **TENANT(S)**, their heirs, executors, legal representatives, successors, and assignees.

1.10 USE AND OCCUPANCY OF LEASED PREMISES

The **TENANT(S)** agrees to occupy the **PREMISES** (Section 1.1) with the understanding of the following restrictions:

1. **PREMISES** (Section 1.1) may only be used for residential purposes 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 be enacted during the **DURATION** (Section 1.6) of the *Residential Lease Agreement*.
3. The maximum permissible occupancy is: 2 persons for a One Bedroom Apartment, 4 persons for a Two Bedroom Apartment and 4 persons for a Three Bedroom Apartment.

1.11 SECURITY DEPOSIT

1. **TENANT(S)** is/are required to pay **LANDLORD** a **Security Deposit** (Section 1.5-1) upon application submission. 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 retain funds for the *Security Deposit* **FINANCIAL TERMS** (Section 1.5-1) in a separate account outside of business operations at TRUIST Bank (1705 North Atherton Street, State College, PA 16803) following Real Estate requirements.
3. **LANDLORD** assumes that all **TENANT(S)** have contributed equally to the *Security Deposit* **FINANCIAL TERMS** (Section 1.5-1), regardless of how many payments were made. Therefore, **LANDLORD** reserves the right to return the *Security Deposit* **FINANCIAL TERMS** (Section 1.5-1) to the **TENANT(S)** in equal pro rata shares to the individual **TENANT(S)**.

1.12 REMITTANCE

TENANT(S) agree(s) to remit timely payments to the **LANDLORD**. The terms and conditions of the remittance date are as follows:

1. If the term of this lease shall commence on a date other than the first of the month, **TENANT(S)** shall pay the pro-rated **Monthly Rent** (Section 1.5-2) on or before the commencement date. All subsequent **Monthly Rent** (Section 1.5-2) is due on the 1st of every month.
2. Fees incurred by **TENANT(S)**, including but not limited to Utility Fees, Damage Fees, and Non-Sufficient Funds Fees, must be paid within 10 days of invoicing by the **LANDLORD**.
3. Acceptable payments to the **LANDLORD** include personal check(s), money order(s), and/or through the **TENANT(S)** online portal. When financial institutions continuously deny a **TENANT(S)** personal check and/or online portal, **LANDLORD** reserves the right to require payment by money order (s) from the **TENANT(S)**.

- **NOTE: CASH IS NOT AN ACCEPTABLE PAYMENT TO THE LANDLORD**

4. **LANDLORD** will accept multiple payments within the same month, assuming they are acceptable forms of payment.
5. **TENANT(S)** personal check(s) and money order(s) sent by first-class mail and/or pre-paid postage are processed when the physical payment is received in the office of the **LANDLORD**. The date the physical payment is delivered to the office by the postal carrier will be considered the date of receipt by **LANDLORD**.
6. Personal checks and/or money orders should be payable to **Executive House Apartments**.
7. The address for the remittance of physical checks is 411 Waupelani Drive in State College, PA 16801.

1.13 ALLOCATION OF PAYMENTS

Payments received by the **LANDLORD** will always be applied to the oldest balance on the account. If the **TENANT(S)** has a balance that may include late fees, damage fees, utility fees, etc., that precedes the *Monthly Rent* **FINANCIAL TERMS** (Section 1.5-2) charge date, the oldest charge will be satisfied before payments are applied to the *Monthly Rent* **FINANCIAL TERMS** (Section 1.5-2).

1.14 LATE PAYMENTS

1. If the **LANDLORD** does not receive *Monthly Rent* (Section 1.5-2) on or before 5 pm on the 5th day of the due

month, the **TENANT(S)** incurs a fee of **\$5.00** per day for each day delinquent. This fee is retroactive to the 1st day of that month and will compound daily until delinquent payment is received.

2. A **\$30.00** service charge fee will be levied on all payments returned to **LANDLORD** due to insufficient funds and/or other reasons not permitting the transaction to be executed.

1.15 REMEDIES

1. If **TENANT(S)** violate(s) any of the terms and conditions of this *Residential Lease Agreement*, the **LANDLORD** has the right to enforce collection of the entire unpaid balance of the *Residential Lease Agreement* and fees associated with the violation. These actions include, but are not limited to:
 1. If **TENANT(S)** fails to pay *Monthly Rent* **FINANCIAL TERMS** (Section 1.5-2) and/or outstanding balances when due.
 2. If **TENANT(S)** violates any terms/conditions of the *Residential lease Agreement* and/or *Rules & Regulations*.
2. The **LANDLORD** can pursue a single action or multiple actions listed below:
 1. Terminate the *Residential Lease Contract* without prior notice through court action. In such a case, **LANDLORD** does not have to give any notice of termination or notice to quit to **TENANT(S)** before taking action if the **LANDLORD** perceives the **TENANT(S)** violated single or multiple stipulations in the *Residential Lease Agreement*.
 2. Sue all or specific **TENANT(S)** through court proceedings to recover financial losses resulting from **TENANT(S)** violation of the *Residential Lease Agreement*.
 3. Sue all or specific **TENANT(S)** and *cosigners* through court proceedings to recover financial losses resulting from **TENANT(S)** violation of the *Residential Lease Agreement*.
 4. Submit all or specific **TENANT(S)** to collection agencies & credit bureaus with or without taking previous legal action as outlined above to recover unpaid rent & charges owed & remaining balances resulting from damages, attorney fees, and cost of collections resulting from **TENANT(S)** violation(s) of any terms, conditions, or the *Residential Lease Agreement* and/or *Rules or Regulations*.
 5. Submit all or specific **TENANT(S)** and *cosigners* to collection agencies & credit bureaus with or without taking previous legal action as outlined above to recover unpaid rent & charges owed & remaining balances resulting from damages, attorney fees, and cost of collections resulting from **TENANT(S)** violation(s) of any terms, conditions, or the *Residential Lease Agreement* and/or *Rules or Regulations*.

Disclaimer 1 - **LANDLORD's** taking one action against the **TENANT(S)** shall not prevent **LANDLORD** from taking additional actions against the **TENANT(S)** and *cosigners*

Disclaimer 2 - **LANDLORD's** failure to enforce any terms and conditions of the *Residential Lease Agreement* and/or *Rules and Regulations* shall not prevent the **LANDLORD** from enforcing the terms of the *Residential Lease Agreement* and/or *Rules and Regulations* at a later date

Disclaimer 3 - **LANDLORD** shall be entitled to reimbursement for all costs associated with the breach of the *Residential Lease Agreement*, including but not limited to reasonable attorney's fees, court fees, and collection costs

1.16 INSURANCE

1. **LANDLORD** agrees to insure the structure of the **PREMISES** (Section 1.1) for fire and extended coverage.
2. **LANDLORD** shall not be liable for any injury or damage occurring within the **PREMISES** (Section 1.1) caused by fire, water, rain, snow, or ice that leaks or flows from whatever source into and/or around the **PREMISES** (Section 1.1) or the structure which the **PREMISES** (Section 1.1) is located.
3. **TENANT(S)** shall insure all their personal property in or about the **PREMISES** (Section 1.1).

1.17 DESTRUCTION OF LEASED PREMISES

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)**, **TENANT(S)** family, and/or **TENANT(S)** guest(s) who visit the **PREMISES** (Section 1.1). This includes but is not limited to:

1. Physical damages in the **PREMISES** (Section 1.1) and/or the structure in which the **PREMISES** (Section 1.1) is located caused by the **TENANT(S)** and/or **TENANT(S)** guest(s) negligent acts. This would **NOT** include normal wear and tear resulting from the age of the **PREMISES** (Section 1.1) and/or the age of the structure in which the **PREMISES** (Section 1.1) is located.
2. Unsanitary living conditions that promote an environment ideal for pests/rodents caused by the **TENANT(S)** and/or **TENANT(S)** guest(s) negligent acts.
3. Excessive clutter restricting access to all areas of the unit, including doors and windows, caused by the **TENANT(S)** and/or **TENANT(S)** guest(s) negligent acts.

Disclaimer 1 - **LANDLORD** will take immediate action to remedy issues on or around the **PREMISES** (Section 1.1) that impact the safety or value of the structure

Disclaimer 2 - **TENANT (S)** shall repay **LANDLORD** any expenses incurred resulting from **TENANT(S)** negligent act within 10 days of the billing date or will be subject to late fees due to delinquent payments

1.18 CARE & MAINTENANCE OF PREMISES

TENANT(S) shall use good judgment and exercise precautionary measures within the **PREMISES** (Section 1.1) and/or when occupying any part of the structure where the **PREMISES** (Section 1.1) is located. This includes, but is not limited to:

1. Operating appliances in a safe manner as intended.
2. Fixtures are not to be altered/changed without prior consent from the **LANDLORD**.
3. Heating and/or air conditioning systems within the **PREMISES** (Section 1.1) will be used for their intended purposes.
4. **TENANT(S)** shall maintain a minimum temperature of 65 degrees F in all heated rooms of the **PREMISES** (Section 1.1) during the cold weather months, as determined by Centre County Code Regulations, from **October 1st through May 15th**.
5. Windows must remain closed during the cold weather months, as determined by Centre County Code Regulations, from **October 1st through May 15th**.
 - During this period, **LANDLORD** requires all fans and air conditioners to be removed from the windows.
6. **TENANT(S)** shall not store any flammable, hazardous, or toxic substances in or about the **PREMISES** (Section 1.1) which expose **TENANT(S)**, **LANDLORD**, or others to a risk of injury, loss, or damage.
7. **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.
8. The refrigerator provided by the **LANDLORD** must remain plugged in and turned on for the entire term of the *Residential Lease Agreement*.
9. **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**. **LANDLORD** will put the **PREMISES** (Section 1.1) back to the original state at a fee to the **TENANT(S)**.
10. **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 **TENANT(S)** provided light bulb at no charge.

Disclaimer 1 - The **LANDLORD** will invoice **TENANT(S)** for negligent actions resulting in damage/unsafe conditions within the **PREMISES** (Section 1.1), within the structure of the **PREMISES** (Section 1.1), and common areas surrounding the **PREMISES** (Section 1.1). The fee charged by the **LANDLORD** will equal the fair market value of the services performed and must be reimbursed from the **TENANT(S)** back to the **LANDLORD**

within 10 days of invoicing

1.19 LANDLORD RIGHTS TO THE PROPERTY

1. The **LANDLORD** has the right to enter the **PREMISES** (*Section 1.1*) for justifiable reasons. The entrance times will be standard operating hours for routine work and inspections. These reasons to enter include but are not limited to:
 1. Perform routine inspections to ensure the integrity of the **PREMISES** (*Section 1.1*)
 2. Perform maintenance repairs within the **PREMISES** (*Section 1.1*)
 3. Present the **PREMISES** (*Section 1.1*) to prospective **TENANT(S)**
 4. Present the **PREMISES** (*Section 1.1*) to prospective purchasers and/or bank inspectors
 5. Present the **PREMISES** (*Section 1.1*) to insurance providers mandating internal inspections
 6. Present the **PREMISES** (*Section 1.1*) to local and county authorities when requested
2. During emergencies, the **LANDLORD** does have the right to enter the **PREMISES** (*Section 1.1*) during off hours to preserve the integrity of the structure, **PREMISES** (*Section 1.1*), and/or areas surrounding the **PREMISES** (*Section 1.1*). These reasons to enter will include but not be limited to:
 1. Requested health and wellness checks
 2. Maintenance issues involving water, electrical, and/or gas
 3. Life safety issues

Disclaimer 1 - **LANDLORD** has the right to temporarily suspend utility service(s) to the **PREMISES** (*Section 1.1*) to perform any repair(s) required to protect the **PREMISES** (*Section 1.1*) and/or structure in which the **PREMISES** (*Section 1.1*) is located

1.20 TENANT(S) OBLIGATION TO REPORT

TENANT(S) shall immediately notify **LANDLORD** of any situation in which the integrity of the **PREMISES** (*Section 1.1*) and/or area surrounding the **PREMISES** (*Section 1.1*) is at risk of building deterioration or has been impacted by casualty. These situations include but are not limited to the following:

1. Maintenance/structural problems found within the **PREMISES** (*Section 1.1*) and/or area surrounding the **PREMISES** (*Section 1.1*), such as water leaks and electrical malfunctions.
2. **PREMISES** (*Section 1.1*) and/or area surrounding the **PREMISES** (*Section 1.1*) impacted by fire, wind, and/or water.

Disclaimer 1 - **TENANT(S)** shall have the option to continue to occupy the habitable portion of the **PREMISES** (*Section 1.1*) in a situation where only part of the **PREMISES** (*Section 1.1*) is uninhabitable if **TENANT(S)** can safely inhabit the habitable portion

Disclaimer 2 - **TENANT(S)** shall repay **LANDLORD** any expenses incurred resulting from **TENANT(S)** negligence in reporting unsafe conditions and/or delay in reporting unsafe conditions to the **LANDLORD**

1.21 INABILITY OF THE LANDLORD TO GIVE POSSESSION

If **LANDLORD** cannot transfer possession of the **PREMISES** (*Section 1.1*) to **TENANT(S)** at the beginning of the *Residential Lease Agreement*, the *Residential Lease Agreement* will start in conjunction with the *Start Date* (*DURATION Section 1.6-1*). The **TENANT(S)** obligation to pay *Monthly Rent* **FINANCIAL TERMS** (*Section 1.5-2*) shall be suspended until **LANDLORD** can transfer possession to the **TENANT(S)**.

Disclaimer 1 - **LANDLORD** shall not be liable for damages if **LANDLORD** cannot transfer possession of the **PREMISES** (*Section 1.1*) for reasons outside **LANDLORD's** control. An example would be if the prior **TENANT(S)** illegally remains in the **PREMISES** (*Section 1.1*) after their duration ends, the **LANDLORD's** obligation to transfer possession of the **PREMISES** (*Section 1.1*) over to the **TENANT(S)** is suspended.

1.22 SUBLETTING AND ASSIGNMENTS

Only **TENANT(S)** of this *Residential Lease Agreement* can reside in the **PREMISES** (Section 1.1). **TENANT(S)** shall not assign the *Residential Lease Agreement* or enter into any sublease agreement without **LANDLORD's** prior written consent. Any attempt to assign or sublease by **TENANT(S)** without **LANDLORD's** prior written consent violates this *Residential Lease Agreement*.

If **LANDLORD** consents to an assignment or sublease, the agreement will be based on **LANDLORD's** terms and will be agreed upon by both parties

Disclaimer 1 - The terms set forth by the **LANDLORD** can be subject to a loss of security deposit and/or reasonable fees to cover the cost of advertising and re-renting the apartment.

Disclaimer 2 - **TENANT(S)** are held responsible for the Monthly Rent **FINANCIAL TERMS** (section 1.5-2) until the apartment is rented to a newly qualified occupant

1.23 RELIEF OF LANDLORD FROM LIABILITY

LANDLORD is not liable for loss, injury, or damage to any person(s) or property at the **PREMISES** (Section 1.1) unless the **LANDLORD's** intentional neglect causes the loss, injury, or damage.

LANDLORD shall not be liable for any injury or damage caused by water, rain, snow, or ice that leaks or flows from whatever source into and/or around the **PREMISES** (Section 1.1) or the building within which the **PREMISES** (Section 1.1) is located.

1.24 SUBORDINATION

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

1.25 PET PROHIBITION

TENANT(S) shall not maintain or permit any animals or pets to be kept upon the **PREMISES** (Section 1.1) or any portion of the property of which the **PREMISES** (Section 1.1) is a part unless authorized by **LANDLORD**.

1.26 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. If all or any part of the **PREMISES** (Section 1.1) or the building within which the **PREMISES** (Section 1.1) is located is taken by Eminent Domain, the *Residential Lease Agreement* shall terminate as to that part taken.

Disclaimer 1 - **LANDLORD** shall not be liable for any claims by **TENANT(S)** for loss of use of all or any portion of the **PREMISES** (Section 1.1) or the building within which the **PREMISES** (Section 1.1) is located as a result of governmental enforcement of eminent domain

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Rules & Regulations

2.1 GENERAL HOUSEKEEPING

1. The interior cleanliness standard requires that the unit be kept in a state of good hygiene that prevents the attraction of bugs & rodents. If the standard is not being met, the **LANDLORD** will have the **PREMISES** (Section 1.1) professionally cleaned/exterminated at the expense of the **TENANT(S)**.
2. Garbage, refuse, recycling, and other waste matter shall be disposed of in appropriate recycling bins or dumpsters around the **PREMISES** (Section 1.1).
3. 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. No items and/or advertisements shall be placed on windowsills or over windows without **LANDLORD's** permission. The **TENANT(S)** will be notified of the violation, and if action is not taken, the **LANDLORD** will remove the item(s) at a fee to the **TENANT(S)**.
5. Exterior decorations and/or advertisements placed outside the **PREMISES** (Section 1.1) are not permitted without **LANDLORD's** permission. The **TENANT(S)** will be notified of the violation, and if action is not taken, the **LANDLORD** will remove the item(s) at a fee to the **TENANT(S)**.
6. 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. Nor shall anything be hung from the windows except blinds provided by the **LANDLORD** or draperies approved by the **LANDLORD**. Neither shall any tablecloths, clothing, laundry, curtains, rugs or other articles be shaken or hung from any of the windows or doors.
7. Furniture is to be used for their intended purposes. Indoor furniture is not permitted to be exposed to the outside elements.
8. No waterbed shall be permitted within the **PREMISES** (Section 1.1) without the prior written consent of the **LANDLORD**.
9. Hot tubs and/or pools of any nature are not allowed anywhere on the **PREMISES** (Section 1.1).
10. Satellite dishes are not allowed anywhere on the **PREMISES** (Section 1.1).
11. The utility closets are for maintenance use only & shall remain locked at all times. **TENANT(S)** are not permitted to store belongings in the closets or make any adjustments to the appliances within the closets. The **LANDLORD** will determine when the equipment should be serviced and the correct settings for the appliances.

Disclaimer 1 - Rates to remedy issues caused by the **TENANT(S)** and/or guests of **TENANT(S)** can exceed \$50.00 per hour, depending on the condition of the **PREMISES** (Section 1.1) and what actions need to happen to remedy the situation(s). The **LANDLORD** will bill these fees to the **TENANT(S)** account

2.2 HOUSE SEWER

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 bidets, and portable dishwashers. **Washer and Dryers are not permitted in apartments.** *Washer and Dryers are permitted at Farmstead Lane Townhomes.*
3. Disposable Wipes, sanitary napkins, tampons, disposable diapers, rubbish, or any other improper articles must not be flushed 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)** guest 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

2.3 RIGHT OF PEACEFUL ENJOYMENT

1. **TENANT(S)** and/or **TENANT(S)** guests shall not make or produce any disturbing noises in 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 with the structure of the **PREMISES** (*Section 1.1*).

2.4 PARKING REGULATION

1. **TENANT(S)** with valid parking permit are the only individuals allowed to park at the premises.
2. All permitted vehicles must be registered with the **LANDLORD**.
3. All permitted vehicles **MUST** be in drivable condition and have a current registration & inspection.
4. At no time are vehicles of any type allowed on the grass, porches, sidewalks, or common areas of the **PREMISES** (*Section 1.1*).
5. Working on vehicles is **NOT** permitted due to insurance reasons. This includes, but is not limited to, oil changes, changing out vehicle brakes, and exhaust work.
6. The maximum speed limit throughout the property is 10 mph. Drive carefully and watch for children.

2.5 SMOKING WITHIN PREMISES AND STRUCTURE

1. Smoking is **NOT** permitted inside the **PREMISES** (*Section 1.1*) and/or within the structure that the **PREMISES** (*Section 1.1*) is located. If the **TENANT(S)** and/or **TENANT(S)** guests are found to be in violation, the **LANDLORD** will assess a fee of \$200.00 per occurrence to the **TENANT(S)** account.
2. Smoking **IS** permitted **10 feet** from the exterior of the building in areas where other occupants within the structure where the **PREMISES** (*Section 1.1*) is located, as long as other occupants will not be disturbed.

2.6 UNIT ACCESSIBILITY

1. **TENANT(S)** cannot add additional locks, change existing locks, or change lock codes to the **PREMISES** (*Section 1.1*) without the **LANDLORD's** consent. **LANDLORD** needs access to all areas of the **PREMISES** (*Section 1.1*) for emergencies. If **TENANT(S)** is/are found to be in violation by the **LANDLORD**, the **LANDLORD** will put the device(s) back to their original state at a fee to the **TENANT(S)**.
2. A maintenance charge will be assessed to any account needing the **LANDLORD** to unlock a **PREMISES** (*Section 1.1*) outside regular business hours. The amount will be equal to the cost absorbed by the **LANDLORD**.
3. **TENANT(S)** requesting that the **LANDLORD** change the code on any coded combination lock will incur a fee of \$40.00 per occurrence. This action can only be taken during regular office hours, excluding holidays.

2.7 SMOKE/CARBON MONOXIDE DETECTORS

TENANT(S) is/are responsible for ensuring the smoke detectors & CO 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 and/or fines from local municipalities.

Disclaimer 1 - LANDLORD will annually inspect all smoke and carbon monoxide detectors in every unit to ensure the functionality of the devices

2.8 FIRE EXTINGUISHER

1. **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.
2. **LANDLORD** will have the fire extinguisher inspected in every unit annually.

2.9 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**.

2.10 PET ACCOMODATIONS

1. Pets are not permitted in the **PREMISES** (*Section 1.1*) unless approved by **LANDLORD**. Violations will result in a **\$35.00** per day fine by the **LANDLORD**.
2. Proof of the pet vaccinations is required to be provided to the **LANDLORD** before the pet enters the structure of **PREMISES** (*Section 1.1*).
3. Approved pets on the **PREMISES** (*Section 1.1*) 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*).
4. It is the **TENANT(S)** and/or **TENANT(S)** guest's responsibility to clean up messes caused by their pet. The **LANDLORD** will charge a fee to remedy issues found to be a result of the pet.
5. Pets 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*).
6. Damages caused by the **TENANT(S)** pet(s) 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, frayed/holes found within the carpeted area of the **PREMISES** (*Section 1.1*), soiled carpet found within the **PREMISES** (*Section 1.1*), baseboard damage within the **PREMISES** (*Section 1.1*), and/or door damage found within the **PREMISES** (*Section 1.1*).
7. **PREMISES** (*Section 1.1*) shall not be impacted by the presence of the pet(s) odor at the **Expiration Date** (*Section 1.5-2*) of the *Residential Lease Agreement*. **LANDLORD** will take the appropriate action to remove the presence of odors at a cost to the **TENANT(S)**.

2.11 SOCIAL GATHERINGS

1. Social gatherings are not permitted.
2. **TENANT(S)** acknowledge that the Borough/Township has a *Nuisance Gathering Ordinance* and will comply with all Borough regulations contained within the ordinance.

3. Underage drinking and/or public intoxication are prohibited at all **LANDLORD's** properties. Violators, both **TENANT(S)** and/or guests of **TENANT(S)**, will be reported to the police.
4. **TENANT(S)** who is/are convicted of the Borough/Township "NUISANCE GATHERING ORDINANCE" are deemed a violation of the Residential Lease Agreement and subject to fees assessed by the **LANDLORD** and/or local municipality and possible eviction.

2.12 BICYCLES

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. The **LANDLORD** has the right to remove bicycles found around the **PREMISES** (*Section 1.1*) that are damaged or in a state of disrepair.

2.13 ALTERNATE EGRESS

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 and possible eviction.

2.14 WINDOW AIR CONDITIONING UNITS

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. **LANDLORD** must remove the air conditioner from October 1st to May 15th during the heating season.

2.15 MAILBOXES

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.

2.16 LOITERING ON PREMISES

1. Loitering is not permitted in the common areas, hallways, or stairwells of the property by **TENANT(S)** and/or **TENANT(S)** guest(s) at any time.
2. Children shall not play in entrances, stairways, or basements and shall not be left unattended in said places or elsewhere on the **PREMISES** (*Section 1.1*) or lawn areas. Any damage or disturbance caused by children shall be the responsibility of their parent or guardian whose name appears on the lease.

2.17 MODIFICATIONS OF AGREEMENT

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 Regulation* 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*.

4. The *Residential Lease Agreement* and the *Rules and Regulations* represent the entire agreement of the parties, and any verbal representations are not binding upon the parties hereto.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

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**. This includes but is not limited to its contents. All **TENANT(S)** vacating the **PREMISES** (Section 1.1) agree to the following:

1. It is the **TENANT(S)** responsibility to return all keys to the office of the **LANDLORD** 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.
 - **TENANT(S)** are not permitted to leave keys at the **PREMISES** (Section 1.1) if all **TENANT(S)** are vacating the **PREMISES** (Section 1.1)
 - Keys not returned to **LANDLORD** are subject to fees for replacement
2. **TENANT(S)** must provide a forwarding address to the **LANDLORD** for everyone vacating the **PREMISES** (Section 1.1). The address(es) provided by the **TENANT(S)** will be the address the **LANDLORD** uses for all future correspondence(s).
3. **TENANT(S)** are responsible for taking utility services in the **TENANT(S)** name out of their name on the **Expiration Date** (Section 1.6-2) of the *Residential Lease Agreement*. Services should automatically revert to the **LANDLORD** through agreements the **LANDLORD** has set up with the utility providers.
 - 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*
 - **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
4. **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). **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(s) beyond the **Expiration Date** (Section 1.6-2)

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 day following 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. 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).
5. 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.
6. 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.
7. 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.
8. 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.
9. Windows are to be cleaned with a cleaning product being applied to a rag/paper towel and wiping down the exterior and interior surfaces.
10. 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/range 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. Range hood/backsplash 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.
3. The refrigerator is to be emptied of **TENANT(S)** belongings, cleaned, and left in a condition conducive to future occupancy.
4. Kitchen drawers and cupboards must be emptied entirely of **TENANT(S)** belongings, cleaned, and left in a condition conducive to future occupancy.
5. 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.

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

Disclaimer 3 - Please follow all detailed move-out instructions as referenced in your “**move-out**” information. A copy may be picked up at the rental office. The above is a brief summary of these instructions.

3.3 CHARGES ABSORBED BY LANDLORD

Fees absorbed by the **LANDLORD** that are the result of **TENANT(S)** non-compliance to 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 *Resident Lease Agreement Duration* (Section 1.6). The fee accessed to **TENANT(S)** extending their residence past the **Duration** (Section 1.6) will incur a fee of \$300.00 per day unless both **LANDLORD** and **TENANT(S)** agree to an alternate date to vacate.
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)** acknowledges that the **Security Deposit** (Section 1.5-1) is not permitted to be used as payment for their final **Monthly Rent** (Section 1.5-2). If an independent payment outside the Security Deposit is not received for the final **Monthly Rent** (Section 1.5-2), the **TENANT(S)** will incur fees in conjunction with the **Remittance** (Section 1.12)

3.5 OTHER

Upon termination of this *Residential Lease Agreement*, **TENANT(S)** shall peaceably surrender possession of the **PREMISES** (Section 1.1) and its contents to the **LANDLORD** are in good order, clean, and free of damages except for reasonable wear and tear. **TENANT(S)** shall notify the **LANDLORD** immediately of any repairs or the need for repairs within the **PREMISES** (Section 1.1).

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. Sign and Accept

4.1 SIGN AND ACCEPT

TENANT SHOULD NOT SIGN THIS RESIDENTIAL LEASE UNTIL THE TENANT HAS READ AND UNDERSTANDS THE

4.2 COSIGNER GUARANTY

Intending to be legally bound, and in consideration of the above agreement with Tenant (s), the undersigned, jointly and severally, hereby guarantee the faithful performance of all of the terms, covenants, and conditions of this lease agreement by Tenants(s), and guarantee payment in full of all sums that may become due and owing Landlord by Tenant(s). This Guaranty shall remain in effect throughout the term of this lease and any continuation or renewal thereof and so long as Tenant (s) may owe any sum to Landlord. The liability of the undersigned shall be continuing, absolute and unconditional and landlord shall not be required to exercise remedies against Tenants (s) before proceeding against the undersigned. Landlord shall notify the undersigned if Tenant(s) shall breach this lease agreement and Landlord may not enforce the provisions of this Guaranty unless and until Tenants (s) fail to cure the default or breach within 15 days after such notice.

X

Lessee

Date Signed

X

Lessor

Date Signed