

Continental Real Estate Management, Inc.



403 South Allen Street, Suite 206 • State College, PA 16801
(814) 238-1598

1. Lease

1.1 DISCLAIMER

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. EACH TENANT SHOULD READ THIS LEASE CAREFULLY.

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THE LEASE.

1.2 NAMES OF LANDLORD AND TENANT

Name of Landlord: Continental Real Estate Management, Inc., Agent For The Owner
Name(s) of the tenant(s): <<**Tenants (Financially Responsible)**>>

1.3 LEASED PREMISES

The leased premises is the place the landlord agrees to lease to tenant. The leased premises is: <<**Unit Address**>>

1.4 STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease begins at 1:00 p.m. on <<**Lease Start Date**>>

This lease ends at 9:00 a.m. on <<**Lease End Date**>>

1.5 RENT

The amount of rent due is Total Rent for Lease Term for the lease term.

Total due on move in date is <<Prorated Rent>> (partial first month's rent).

The remaining balance is divided into Months in lease term **equal rent installments of: <<Monthly Rent>>, beginning** First Full Month Rent Due.

Tenant agrees to pay the rent monthly in advance on or before the 1st day of each month.

Landlord does not have to ask (**make demand upon**) tenant to pay the rent. **Tenant** agrees to pay rent by first class mail postage prepaid, in person to **landlord** at the place specified by landlord, or online through secure payment portal.

Tenant agrees to pay a **LATE CHARGE of \$5.00 per day** if tenant does not pay the rent on time. If **tenant** mails the rent to **landlord**, the date of payment will be the date the letter is postmarked.

1.6 SECURITY DEPOSIT

Tenant agrees to pay a security deposit of <<**Security Deposit Charges**>>. **Tenant** agrees to pay the security deposit to **landlord** within five (5) days of lease signing. If the security deposit is not paid, in full, within five (5) days of lease signing, **Landlord** reserves the right to revoke the offer and lease the property to other prospective tenants. The deposit paid will be held in an escrow account at First National Bank - Account Number - 10 020888 - located in State College, PA, as a security deposit until such time as the lease is terminated and the premises is vacated.

Landlord can take money from the security deposit to pay for any damages caused by **tenant**, tenant's family and tenant's guests. **Landlord** may take the security deposit to pay for any unpaid rent.

After taking out for damages and unpaid rent, **landlord** agrees to send to **tenant** any security deposit money left over. **Landlord** will send the remaining security deposit money to **tenant** no later than 30 days after the lease ends and tenant leaves. **Landlord** also agrees to send to **tenant** a written list of damages and amounts taken from the security deposit.

Tenant agrees to give **landlord** a written forwarding address when tenant leaves and lease ends.

Tenant may not use the security deposit as payment of the last month's rent.

1.7 LANDLORD'S DUTY AT THE START OF THE LEASE

Landlord agrees to give **tenant** possession of the leased premises on the starting date of the lease. The lease will start even if **landlord** cannot give **tenant** possession of the leased premises because the prior **tenant** is still in the leased premises or the leased premises is damaged. ***IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION OF THE LEASED PREMISES TO TENANT.***

1.8 DAMAGE TO LEASED PREMISES

Tenant agrees to notify **landlord** immediately if the leased premises is damaged by fire or any other cause. **Tenant** agrees to notify **landlord** if there is any condition in the leased premises that could damage the leased premises or harm **tenant** or others. If **tenant** cannot live in the whole leased premises because it is damaged or destroyed, tenant may:

1. live in the undamaged part of the leased premises and pay less rent until the leased premises is repaired, ***OR***
2. end the lease and leave the leased premises.

Tenant agrees that if the leased premises is damaged or destroyed and **tenant** ends the lease, **landlord** has no further responsibility to **tenant**.

1.9 INSURANCE

Landlord/Property Owner agrees to have insurance on the building where the leased premises is located. **Tenant's** own property is not insured by **landlord's/property owner's** insurance. **Tenant** is responsible for **tenant's** own property that is located in the leased premises.

1.10 ASSIGNMENTS OR SUBLEASES BY TENANT

Assignment or ***assign*** are the legal terms for a transfer of the lease from the tenant to another person. This other person then becomes the landlord's new tenant and takes over the lease.

Tenant agrees not to transfer (**assign**) this lease to anyone else without the written permission of the landlord.

A ***Sublease*** is a separate lease between the tenant and another person who leases all or a part of the leased premises from the tenant.

Tenant agrees not to lease (***sublease***) all or any part of the lease premises to anyone else without the written consent of landlord. Tenant agrees that if tenant transfers this lease (**assigns**) or leases all or a part of the leased premises to another (**sublease**), tenant has violated this lease.

1.11 RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

Landlord is responsible for all damage to property or injury to people caused by **landlord** (or landlord's representatives) intentional or negligent acts at the leased premises. **Tenant** is responsible for all damage to the leased premises and injury to people caused by **tenant**, **tenant's** family or guests.

Tenant agrees that landlord is not responsible to tenant, **tenant's** family or guests for damage or injury caused by water, snow or ice that comes on the leased premises unless **landlord** was negligent.

1.12 USE OF LEASED PREMISES

Tenant agrees to use the leased premises only as a residence. **Tenant** agrees to obey all federal, state and local laws and regulations when using the leased premises. Tenant agrees not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises.

Tenant agrees not to do any activities in or around the leased premises which could harm anyone or damage any property.

Tenant agrees that tenant will not allow additional people to occupy the leased premises without the written permission of landlord.

1.13 RULES AND REGULATIONS

Tenant agrees to obey all rules and regulations for the leased premises. If **tenant** violates any rules or regulations for the leased premises, tenant violates this lease.

1.14 LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES (SUBORDINATION)

Subordinate and ***subordination*** are legal terms that mean that this lease does not have any effect upon the rights of the landlord's mortgage company. In other words, tenant's rights under this lease are subordinate to **landlord's** mortgage company. If **landlord** does not make the mortgage payments, the mortgage company may have the right to end the **landlord's** ownership of the leased premises. If the mortgage company sells the leased premises at a mortgage foreclosure sale, the lease *may* end.

Tenant agrees that **landlord** has the right to mortgage the leased premises. If **landlord** has a mortgage on the leased premises now, or if **landlord** gets a mortgage in the future, **tenant** agrees that this lease is *subordinate* to the **landlord's** mortgage.

In the event the leased premises is sold, then the Landlord's successor shall have the right to terminate this lease by providing the tenant with at least ninety (90) days' prior written notice, and the date specified in such notice shall be the termination, any prepaid rent for the period after the termination date will be refunded.

1.15 CARE OF LEASED PREMISES

Tenant is responsible for, and will take good care of, the leased premises and all of the property in and around the leased premises. **Tenant** agrees to pay for any damage caused by **tenant**, **tenant's** family and **tenant's** guests. **Tenant** agrees to turn over possession of the leased premises to **landlord** when lease ends.

1.16 LANDLORD'S RIGHT TO ENTER LEASED PREMISES

Tenant agrees that landlord and **landlord's** representatives have the right to enter the leased premises at reasonable times. **Landlord** and landlord's representatives have the right to inspect, to make repairs, to do maintenance, and to show the leased premises to others.

1.17 UTILITY SERVICES

Landlord and tenant agree to pay for the charges for utilities and services supplied to the lease premises as follows.

Included in Rent (Landlord Responsibility)

<<Utilities Included>>

Paid by Tenant

<<Additional Lease Information>>

Landlord has the right to turn off temporarily any utility or other service to the leased premises in order to make repairs or do maintenance.

1.18 GOVERNMENTAL POWER OF EMINENT DOMAIN

Eminent domain is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government. If all or any part of the leased premises (or the building within which the leased premises is located) is taken by eminent domain, this lease will end automatically. **Landlord and tenant** agree to release each other from any responsibility because leased premises is taken by eminent domain and the lease has ended.

1.19 VIOLATIONS OF THIS LEASE

When either **landlord or tenant** does not do something that they have agreed to do, it is a **violation** of this lease. If **tenant** violates this lease, **tenant** may lose tenant's security deposit. If **tenant** violates this lease, **landlord** also can sue tenant for other expenses and may sue to evict tenant.

Each tenant should not sign this lease unless each tenant has read and clearly understands the information in this section about lease violations.

X	This IS a JOINT AND SEVERAL LEASE
	This IS NOT a JOINT AND SEVERAL LEASE

If this is **NOT** a **JOINT AND SEVERAL LEASE**, then the landlord can only sue one tenant for that tenant's violation of the lease.

If this **IS** a **JOINT AND SEVERAL LEASE**, it means that **all the tenants as a group** and **each of the tenants as an individual** are responsible to **landlord** for **all of the agreements of this lease**. For example, if the rent is not paid, **landlord** can sue **all of the tenants (jointly)** for any unpaid rent. **Or**, **landlord** can bring a suit against **any one tenant separately (severally)** for all of the unpaid rent.

TENANT VIOLATES THIS LEASE IF TENANT:

1. Fails to pay rent or other charges to landlord on time
2. Leaves (abandons) the leased premises without the landlord's permission before the end of the lease
3. Does not leave the leased premises at the end of the lease
4. Does not do all of the things that tenant agreed to do in this lease

If tenant violates the lease, **each tenant agrees to waive NOTICE TO QUIT**. This means that the **landlord** may file a complaint in court asking for an order evicting each tenant from the leased premises without giving each tenant **NOTICE TO QUIT** first. **Landlord does NOT** have the right to throw tenant out of leased premises (**SELF-HELP EVICTION**). The landlord can **ONLY EVICT TENANT BY COURT ACTION**.

The **landlord** does not have the right to sue in court for eviction unless a **tenant** has violated the agreements in this lease. Even though each tenant is waving **NOTICE TO QUIT**, each tenant will have a chance in court to challenge the **landlord's** claim for eviction.

If tenant violates the lease agreement, the landlord may sue each tenant in court:

1. **To collect overdue rent, late charges and money damages caused by tenant's violation of the agreements in the lease.**
2. **To recover possession of the leased premises (eviction).**
3. **To collect for unpaid rent until the end of the lease or until another person takes possession of the leased premises as a new tenant.**

Tenant agrees that **landlord** may receive **reasonable attorney's fees** as part of a court judgment in a lawsuit against **tenant** for violation of the agreements of the lease.

1.20 OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT

Landlord and **tenant** agree that the additional agreements marked with a "yes" are part of this lease agreement.

YES CHECK-IN AND CHECK-OUT PROCEDURES

YES RULES AND REGULATIONS

NO TENANT'S RIGHT TO CONTINUE LEASE

Pet Addendum PET ADDENDUM

Guaranty GUARANTY

YES LEAD BASED PAINT NOTICE

YES SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR ADDENDUM

Partial Renewal Agreement PARTIAL RENEWAL AGREEMENT

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

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

X _____
Initial Here

2. Rules and Regulations

2.1 PREFACE

Landlord: Continental Real Estate Management, Inc.

Tenant(s): <<Tenants (Financially Responsible)>>

Leased Premises: <<Unit Address>>

The *Rules and Regulations* are part of the lease agreement between Landlord and Tenant. As stated in the Lease Agreement, violation or breach of any of the Rules and Regulations is a breach of the terms and conditions of the Lease Agreement and the nonbreaching party shall be entitled to exercise any or all of the remedies provided in the Lease Agreement.

2.2 RULES AND REGULATIONS

1. Resident will maintain a minimum temperature of 55 degrees Fahrenheit in all heated rooms of the dwelling. Also, upon leaving the premises for any extended period of time, resident shall provide for daily inspection of the premises during cold periods. This inspection shall include checking the heating system to ensure that proper heat levels are being maintained. Tenant is prohibited from using any device not supplied by Landlord, which produces heat by consuming electricity or any flammable substance. Small personal appliances such as hair dryers or toasters are excluded.
2. The use of charcoal or flammable gas grills are not permitted in the leased premises or on any balcony, patio or other common area on the property upon which the leased premises is located without Landlord permission. **AT NO TIME ARE OPEN FIRES, FIRE PITS, OR FIRE RINGS PERMITTED.** The presence or use of candles, incense burning, or other open flame devices is prohibited.
3. Tenant shall not place or permit to be placed or stored, items on any windowsills, ledges, common areas or balconies and shall not hang laundry or other items from the balconies, windows and common areas.
4. No window treatments, awnings, draperies or umbrellas shall be installed in the leased premises without the prior consent in writing of Landlord. **ALL BROKEN WINDOWS AND DOORS ARE THE RESPONSIBILITY OF TENANT REGARDLESS OF CAUSE EXCEPT ONLY IF CAUSED BY LANDLORD.**
5. Tenant shall observe "quiet hours" between the hours of 11:00 pm and 8:00 am daily. Violators will be charged \$100.00 per occurrence and/or any related State College Borough fines.

6. No waterbed or *any other water-filled apparatuses* shall be permitted within the interior or exterior of the leased premises.
7. **TENANT(S) MUST CONTACT POWER AND/OR GAS COMPANIES TO ARRANGE FOR SERVICE TO BE IN RESIDENTS' NAMES AND TURNED ON EFFECTIVE AS OF THE FIRST DAY OF THE LEASE PERIOD.** Failure to schedule electric services prior to move-in could result in having no power to your unit or delayed power services.
8. Tenant will not make any alteration or addition to the structure, (this includes the installation of window air conditioners, or other window devices), equipment or fixtures of said premises, or do any redecorating or repainting without the prior written consent of the landlord.
9. Tenant shall inspect the smoke detectors and carbon monoxide detectors monthly and is responsible for the malfunction of smoke detectors and carbon monoxide detectors whether as a result of weak, defective, or inoperable batteries or otherwise. Should resident fail to keep a charged battery in the detectors, tenant shall be charged the sum of \$50.00 for EACH detector due to non-functional batteries. Tenant shall be charged a sum of \$100.00 for EACH smoke detector or carbon monoxide detector that has been damaged or is missing. Tenant shall also be responsible for care and maintenance of fire extinguisher. The extinguisher will be charged when resident moves in and must remain charged during tenancy and upon vacating. If for some reason the fire extinguisher is discharged, tenant must make arrangements with our office to recharge it. A fee of \$100.00 will be billed to the residents of the unit for a discharged fire extinguisher unless it has been used to put out a fire. All fires, however minor, must be reported to the office.
10. Tenant shall not go upon the roof of the building within which the leased premises is located and shall not enter any area clearly designated as being closed to tenants and others.
11. No radio or television reception devices such as antennas and satellite dishes shall be installed upon the leased premises or in the common areas around the leased premises without prior permission in writing from Landlord.
12. If your rental unit is furnished, the provided furnishings must remain in the unit and cannot be removed. **LANDLORD WILL NOT REMOVE OR STORE ANY OF THE PROVIDED FURNITURE.**
13. No alcoholic beverages shall be consumed in the common areas of the building and grounds within which the leased premise is located. No beer kegs will be permitted in or around the leased premises. Violation of this rule will result in a fine of \$200.00 for each keg found.
14. Tenant shall provide appropriate nonflammable containers for trash and rubbish, shall keep the leased premises and the common areas free from litter and rubbish and shall deposit all trash and rubbish from the leased premises into the designated common waste disposal containers.
15. Tenant shall become familiar with and observe all posted security regulations and all posted fire escape of evacuation routes and all fire exits. Questions concerning security and fire procedures should be directed to landlord (or landlord's designated representative) without delay.
16. To facilitate a smooth check-in, we ask that you pay your first rent payment by the first of the month prior to your lease start date, regardless of the actual start day of the lease. No keys will be issued until: 1). the first rent payment is paid, 2). a completed lease is signed and executed, 3). all applications and parental guaranty forms (if applicable) have been received and approved and 4). security deposit has been paid in full.
17. Rent is due on the 1st of each month. If not paid by the 5th by 5:00 P.M., late charges will accrue, retroactive to the 1st of the month. Rent is to be paid with check, money order or online. **Cash is not accepted.**
18. If there are any outstanding balances on your account and the balance is not paid before the next rental payment is due, it will be deducted from your rent payment and rent will be considered late until the remaining balance is zero. Under these circumstances, late charges also will accrue retroactive to the 1st day of the month.
19. Resident will be charged the following for below mentioned items (per occurrence)
 1. Check returned from bank - \$45.00
 2. Lockout after office hours - \$50.00
 3. Late Fee - \$5.00/day
 4. Tampering with fire alarms - \$500.00 + criminal charges filed
 5. Illegal pets - \$50.00/day
 6. Illegal occupant - \$100/day
 7. Lost key - \$20.00
 8. New Lock - \$100.00 minimum
 9. Violations of Rules and Regulations - \$100.00 (for charges not otherwise noted)
20. Pest control or extermination if caused by tenant - TBD
21. Utilities **MUST** be put in tenant(s) name at beginning of lease. If not and the bill is received by CREM, the bill will be charged to your account along with a \$25 fee.
22. **AT NO TIME ARE MOTOR VEHICLES OF ANY TYPE ALLOWED ON THE GRASS, PORCHES, OR SIDEWALKS AT ANY PROPERTY.** All vehicles in the parking lots must be currently licensed and inspected; any vehicle which is not will be towed away at owner's expense. No repairing or washing of vehicles on the premises.
23. Specific issues for which you will be charged if they occur include:
 1. Garbage disposals jammed due to foreign objects, e.g. bottle caps, glass, kitchen utensils.
 2. ALL broken windows or doors, except if caused by Landlord
 3. Toilets clogged due to foreign objects
 4. Anything broken or damaged, which did not occur as a result of normal wear and tear.
24. The light bulbs on the porches and balconies are present for safety purposes. They are the property of the landlord and not to be removed or replaced with another color bulb. If they are unscrewed, removed, or replaced with an off color bulb it will be replaced and tenants will be charged.
25. Any trash that is left on the grounds, porches, and balconies or in the hallways will be removed and the tenants responsible for the trash will be charged at the rate of \$25.00 per bag or a minimum charge of \$50.00.

26. Bicycles must be kept either in your apartment or in the bicycle racks provided at each property. Bicycles that are chained to trees, poles, porches, balconies or anywhere else that is not permissible will be removed and turned over to the Police Department. You are responsible for any damage to your apartment or the common areas caused by your bicycle. Cost to repair any damage will be withheld from your security deposit.
27. Tenant will not add, remove, enter or change any locks without the prior, written consent of the Owner or the Owner's Agent. Always lock doors when leaving and carry your keys with you. It is Landlord's policy to lock doors behind them when entering a property to perform maintenance, showings, or inspections, regardless of whether the door was locked or unlocked when Landlord arrived.
28. If the leased premises is not cleaned when you take possession, please call Continental Real Estate within 24 hours of your lease start date and we will have the unit cleaned. **DO NOT HIRE A CLEANING SERVICE ON YOUR OWN.** Be advised: we do not reimburse tenants for cleaning and you will still be responsible for leaving the unit clean when you vacate on lease end date.
29. Resident agrees to the following move-out procedures:
 1. Provide a forwarding address in writing for all residents listed on the lease.
 2. Return all keys to the office. **DO NOT** leave keys at the leased premises. A minimum \$100.00 charge will be assessed if all keys are not returned to our office **BY 9 AM ON YOUR LEASE ENDING DATE.**
 3. All floors must be cleaned and free of spots. Carpeting must be professionally shampooed upon your lease expiration (if you vacate prior to your lease expiration date, carpet should not be cleaned earlier than two weeks prior to your lease expiration date) and a receipt must be submitted to our office **BY 9 AM ON YOUR LEASE EXPIRATION DATE.** Carpet must be the last item cleaned prior to vacating the unit. Do not enter your unit after the carpet has been cleaned.
 4. All furniture must be cleaned, dusted, vacuumed and polished. Insides of windows must be washed.
 5. Stove, microwave, refrigerator, dishwasher, exhaust fan, windows and bath must be thoroughly cleaned. Refrigerator and freezer must be defrosted and set to the lowest setting. Do not unplug refrigerator and/or freezer, as it may result in the refrigerator and/or freezer needing to be replaced at the expense of the tenant.
 6. All light fixtures, doors and cupboards must be clean. All light bulbs, smoke detectors and fire extinguishers must be in working condition.
 7. All personal effects, food and trash must be removed. You are not permitted to leave any personal belongings in the unit, including furniture for the next residents moving in.
 8. Exterior of premises must be clean and free of debris and lawn must be mowed, leaves raked and disposed of, and/or sidewalks free of snow and ice, if this applies to your lease.
 9. **ONLY ONE CHECK MADE OUT WITH ALL TENANTS' NAMES WILL BE SENT** unless a forwarding address sheet with all the tenants who are supposed to receive separate checks for security deposits is filled out before lease termination.
 10. All damages above excessive wear and tear will be charged to your security deposit. Also, failure to follow any of the above rules will result in deductions of this deposit.
 11. A \$200.00 overstay/holdover fee will be charged for every day a unit is occupied after the lease ending date.
 12. You must furnish paid final water and sewer bill, final oil bill, gas bill, as well as paid trash bill if this applies to your lease. If you do not obtain final readings and pay final bills that are your responsibility as per your lease agreement, you will be charged all utility costs on your final statement of security deposit. If the leased premises is heated with oil or propane, tenant agrees to have tank filled at end of lease. Landlord agrees to have tank filled prior to the beginning of the lease.
 13. Notify telephone company of your departure and have final meter readings done on electric and/or gas, if this applies to your lease. If final meter readings and final bills are not paid, you will be charged all utility costs on your final statement of security deposit.
 14. **ALL UTILITY BILLS MUST REMAIN IN YOUR NAME, INCLUDING ELECTRIC BILLS, UNTIL YOUR LEASE EXPIRATION DATE. AT NO TIME DURING YOUR LEASE SHOULD ANY UTILITIES BE TAKEN OUT OF YOUR NAME. ELECTRIC CANNOT BE DISCONNECTED OR PUT INTO CONTINENTAL'S NAME AT ANY TIME PRIOR TO THE DATE OF LEASE EXPIRATION. IF, DURING THE TIME OF YOUR RENTAL AGREEMENT, UTILITIES ARE TAKEN OUT OF YOUR NAME AND/OR PUT INTO CONTINENTAL'S NAME A \$50.00 VIOLATION WILL BE ASSESSED AND CONTINENTAL RESERVES THE RIGHT TO HAVE THE SERVICE TERMINATED.**
 15. If tenant does not remove all (of tenant's) personal belongings when the unit is vacated at the expiration of the lease, storage of tenant's personal belongings may be necessary. If storage is necessary, tenant will be charged a minimum of \$25.00 per day plus storage fees until personal belongings are either claimed by tenant or disposed of in accordance with the law. **Landlord is not responsible for personal items left behind.**
30. Tenant will be responsible for the actions of his invitees and guests.
31. Commodes and any other water apparatus shall not be used for any other use than that for which they are constructed, nor shall any sanitary napkins, tampons, disposable diapers, nor can any other improper articles be placed into the same.
32. Residents and/or their guests will not play, congregate, ride bicycles or leave children unattended in any of the common areas of the building.
33. Keys will only be loaned during business hours and must be returned within 24 hours. A \$50.00 levy will be charged to a resident who fails to return borrowed keys within 24 hours.
34. **Resident shall furnish all light bulbs.**
35. You may not assign, sublet or transfer your lease agreement without 1). finding a replacement tenant who is approved by management and any housemates 2). completing the sublet/lease transfer agreement forms and 3). without management's written approval. Sublet fees are \$150.00 per sublet and lease transfer fees are \$300.00 per lease transfer.
36. Pets are not permitted without a written pet addendum to your lease – not even on a temporary basis. If pets are kept in a leased premises without permission, it is a violation of the terms and conditions of your lease and you will be charged \$50.00 per day. No aquariums over 25 gallons are allowed in any unit.
37. Tenant agrees not to use privately owned washers, dryers, dishwashers, or freezers unless agreed to in writing with Landlord.

38. Occupancy limits shall be limited to the person(s) named on the lease agreement. Local ordinances provide for over occupancy (in excess of three non-related persons per dwelling unit) which constitutes a zoning violation, which may be subject to fines and/or criminal punishment. Tenants are specifically advised of the existence of this ordinance and should any violation occur or be alleged to have occurred, tenants agree to pay all fines, court costs and attorney's fees associated with such violation or alleged violations whether a conviction results or not.
39. Tenant agrees to give right of entry to all vendors, including pest control vendors when extermination is scheduled.
40. Tenant agrees not to exhibit his/her name, except on doorplate, or place signs on any door, wall or window.
41. To accept, as binding, any notice which the judgement of the Landlord, may be necessary for the safety, care and/or cleanliness of leased premises or apartment building of which the leased premises is part for the preservation of good order therein; such notice when communicated in writing to tenant shall form part of this lease.
42. Tenant is financially responsible for fires and damages caused by the negligence of tenant or his guests.
43. Renter's insurance is recommended for fire, water, and smoke damage to your personal belongings.
44. Landlord or Agent shall not be liable for loss or damage to property of tenant caused by moths, termites, or other vermin, or by rain, snow or water, or stream that may leak into or flow from any part of said premises through any defects in the roof or plumbing, or from other sources.
45. Exterior of premises must be clean and free of debris, and lawn must be mowed and/or sidewalks free of snow and ice, if this applies to your lease. Any fines issued from the governing municipality (e.g. State College Borough) for these violations will be the responsibility of the tenant and an additional fee of \$500.00 will be assessed per fine.
46. When the leased premises is located in a condominium, tenants are responsible for compliance with all rules and regulations of the Association. Any violations of the condominium association rules and regulations, along with any fines, which may be levied as a result of a violation, will be charged to the tenants.

VIOLATIONS OR FINES ASSESSED UNDER ANY STATE COLLEGE BOROUGH ORDINANCE THAT RESULT IN POINTS BEING ASSESSED AGAINST YOUR RENTAL PROPERTY HOUSING PERMIT WILL RESULT IN A \$500.00 PER POINT FINE AND COULD RESULT IN EVICTION.

NOTICE - Landlord shall have the right to impose fines for common area vandalism. Tenant shall not permit any person on the premises to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or the facilities, equipment or accessories thereto, or used in common, nor himself/herself do any such thing.

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

X _____
Initial Here

3. Lead-Based Paint Hazard

3.1 REQUIRED DISCLOSURE

Name of Landlord: Continental Real Estate Management, Inc.

Name of Tenant(s): <<Tenants (Financially Responsible)>>

Leased Premises: <<Unit Address>>

1. Landlord is required by Federal law to disclose to the tenant(s) information about lead based paint hazards at the leased premise.
2. Each Tenant has received from Landlord a copy of the pamphlet entitled Protect Your Family From Lead In Your Home.
3. The following marked with a "X" applies to the leased premises:
☒ X _____ Landlord has no knowledge of any lead-based paint at the leased premises.
 OR
☐ _____ Landlord does have knowledge of lead-based paint at the leased premises. Reports and information about lead-based paint are available during regular office hours for Tenant(s) to read at the office of landlord.
4. The information given by Landlord on this attachment is certified to be true and correct to the best of Landlord's knowledge and belief.

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

X _____
Initial Here

4. Smoke Detector and Carbon Monoxide Detector Addendum To Lease

4.1 REQUIRED DISCLOSURE

Fire and carbon monoxide are serious risks not to be taken lightly. To help insure the safety of tenant and tenant's guests, landlord shall install smoke and carbon monoxide detection devices in the leased premises, and where appropriate, provide fire suppression devices. In order to ensure the safety of persons and property during the lease term, tenant's responsibilities are as follows:

4.2 AT THE START OF THE LEASE

1. Continental certifies that all fire extinguisher(s) and smoke alarms are in working condition and that the fire extinguisher(s) has been inspected within the last year.
2. Tenant will check all smoke and carbon monoxide detection devices to be sure that they are in working order.
3. Tenant will learn how to operate all detection and fire suppression devices.
4. Tenant will find the escape routes from the leased premises to a safe area outside and the location of any fire suppression devices.
5. In accordance with provisions of the Municipal Ordinance, landlord hereby informs the tenant(s) that it shall be the responsibility of the tenant(s) to verify that the life safety equipment smoke alarms are in working condition and to inspect the fire extinguisher for a current inspection tag, and to sign this "Fire Certification" and return it to the landlord.
6. As stated in the Municipal Ordinance, any tenant or Owner failing to execute the Certification shall be in violation of this section and subject to the penalties set forth in Section 106.3. Neither the Owner nor the tenant(s) shall be responsible for the failure of any other party to execute the Certification.

4.3 DURING THE LEASE

1. Tenant will make regular inspections of the detection and fire suppression devices to check that they are in working order. If these devices are found to be defective or not in working order, tenant shall notify the Landlord immediately.
2. Tenant will not tamper with, disable, or disarm any detection device.
3. Tenant will not discharge any fire suppression devices that have been provided by the landlord, for any reason other than to extinguish a fire.
4. Tenant shall report to Landlord any fires or alarms originating from the fire and carbon monoxide detection devices.
5. Tenant is responsible for the malfunction of smoke detectors and carbon monoxide detectors whether as a result of weak, defective, or inoperable batteries or otherwise. Should resident fail to keep a charged battery in the detectors or permit the smoke detectors or carbon monoxide detectors to be damaged in any way, tenant shall be charged the sum of \$50.00 each.

4.4 AT THE END OF THE LEASE

1. Tenant will return the premises including any fire and carbon monoxide detection devices in good working order. Should resident fail to keep a charged battery in the detectors, tenant shall be charged the sum of \$50.00 for EACH detector due to non-functional batteries. Tenant shall be charged a sum of \$100.00 for EACH smoke detector or carbon monoxide detector that has been damaged in any other way.
2. Tenant shall pay to re-charge any fire suppression device that has been discharged or damaged during the lease term.

By signing this Smoke Detector and Carbon Monoxide Detector addendum, Tenant agrees that Tenant has read this addendum and agrees to its terms as part of the lease renewal with Landlord.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X

Lessee

Date Signed

X

Lessor

Date Signed