

Nevins Real Estate Management  
214 South Allen Street  
State College, PA 16801

## Residential Lease Contract

Leased Premises

Address:  
City/State/Zip code:

Length of Lease

Start Date (12:00 Noon):  
End Date (12:00 Midnight):

Maximum # of Tenant(s) on Lease:  
Minimum # of Tenant(s) on Lease:

Furnished/Unfurnished:

Security Deposit:

Monthly Base Rent:  
*(Due 1<sup>st</sup> of every month – August through July)*

Total Base Rent Due:  
*(Entire Lease Term)*

Tenant(s)

- |    |    |
|----|----|
| 1. | 5. |
| 2. | 6. |
| 3. | 7. |
| 4. | 8. |

This *Residential Lease Contract* is a joint and several lease that is legally binding between the TENANT(S) listed above and Nevins Real Estate Management, referenced to as "LANDLORD" for the remainder of the contract.

Prior to the Start Date of the *Residential Lease Contract*, TENANT(S) shall pay the amount listed for *Monthly Base Rent* plus any additional fees resulting from applicable rules, regulations, addendums and/or riders pertaining to the location indicated above. All subsequent rental payments shall be paid on the first day of every month for the duration of the *Residential Lease Contract* with July being the last payment. Payment will be accepted in the form of check/money order made payable to Nevins Real Estate Management or through the online portal provided to all TENANT's by the LANDLORD.

LANDLORD and TENANT(S) agrees to both the timely payment of *Monthly Base Rent* and to the performance of all terms and conditions of the *Residential Lease Contract*. If the *Monthly Base Rent* is not received by the LANDLORD by 5pm on the 5th day of the month, then TENANT(S) agree(s) to pay a late charge of \$5.00 per day retroactive to the 1st day of that month until payment is received. The late charge shall compensate the LANDLORD for additional administrative costs and expenses caused by the late payment. If payment is made to LANDLORD at the proper address by first class mail, or prepaid postage, the date the payment is received in the office shall be used as the date of receipt.

Any payment received by the LANDLORD will always be applied to the most outstanding balance on the account. If the Tenant(s) have an open balance that may include late fees, damage fees, etc., the outstanding balances will be satisfied prior to the LANDLORD applying the payment to the *Monthly Base Rent*.

If the TENANT(s) violate(s) any of the terms and conditions of this *Residential Lease Contract*, the LANDLORD has the right to enforce collection of the entire unpaid balance of rent for the remainder of the lease term.

1. SECURITY DEPOSIT - TENANT(S) shall pay to LANDLORD a sum equal to the amount shown above for *Security Deposit*. The *Security Deposit* will be held by LANDLORD in an escrow account. The *Security Deposit* is due when applying for a unit which will be before the TENANT(S) take(s) possession of the unit unless an agreement is worked out between the LANDLORD and TENANT(S). Before the LANDLORD returns the security deposit to the TENTANT(S):

- TENANT(S) must vacate the *Leased Premises*
- LANDLORD shall inspect the *Leased Premises* for damages and the condition of cleanliness.

LANDLORD may retain all or any part of the Security Deposit to reimburse LANDLORD for any losses, damages, and/or expenses due to TENANT(S) violation(s) to the terms, conditions, and/or rules and regulations of this *Residential Lease*

*Contract.* TENANT(S) acknowledge that the Security Deposit is not to be used as payment of ANY month's rent. Security Deposits for *Residential Lease Contract's* that completely renew without any roommate changes for more than 2 years will held in an interest-bearing account at BB&T Bank, 1705 North Atherton St., State College, PA 16803.

2. INABILITY OF LANDLORD TO GIVE POSSESSION - If LANDLORD is unable to transfer possession to TENANT(S) at the beginning of the *Residential Lease Contract* the lease will start in conjunction with lease *Start Date*, but the TENANT(S) obligation to pay rent shall be suspended until LANDLORD is able to transfer possession to the TENANT(S). LANDLORD shall not be held liable for damages if LANDLORD is unable to transfer possession of the *Leased Premises* for causes beyond LANDLORD's control. If the prior tenant(s) hold over or remain in the *Leased Premises* after the term ends, the LANDLORD's obligation to transfer possession of the *Leased Premises* over to the TENANT(S) is suspended.

3. DESTRUCTION OF LEASED PREMISES - TENANT(S) shall notify LANDLORD immediately of any casualty loss in or about the *Leased Premises*. TENANT(S) shall notify LANDLORD immediately of any circumstance or condition in or about the *Leased Premises* which threaten the property and/or safety of the TENANT(S), LANDLORD and/or others. If the *Leased Premises* is partially destroyed by fire or other casualty, TENANT(S) shall have the option to:

- 1) Continue to occupy the habitable portion of the premises
- 2) Terminate the *Residential Lease Contract* Agreement absolutely and receive a refund of rent paid through the date of transfer of possession to LANDLORD.

4. BINDING EFFECT - This *Residential Lease Contract* legally binds the TENANT(S), LANDLORD, and the TENANT(S) heirs, executors, personal representatives, successors and assigns. TENANT(S) shall not have the right to assign this *Residential Lease Contract* or sublet the *Leased Premises* without the prior written consent of LANDLORD.

5. INSURANCE - LANDLORD shall insure the structure of the *Leased Premises* for fire and extended coverage. TENANT(S) shall insure all of their personal property in or about the *Leased Premises*.

6. SUBLETTING AND ASSIGNMENTS- Only the individual(s) listed in the TENANT(S) section of page one of this *Residential Lease Contract* are permitted to reside in the unit. TENANT(S) shall not assign this *Residential Lease Contract* or enter into any sublease agreement without the prior written consent of LANDLORD. Any attempted assignment of sublease by TENANT(S) without the prior written consent of LANDLORD is a violation of this *Residential Lease Contract*. If LANDLORD shall consent to an assignment or sublease, the agreement will be based on the LANDLORDS's terms and agreed upon by both parties. If an assignment is approved and set forth by the LANDLORD, the assignment is subject to a loss of security deposit in addition to the cost of advertising and Re-renting the apartment. TENANT(S) are held responsible for the *Total Base Rent Due* until the apartment is rented to new qualified tenant(s).

7. RELIEF OF LANDLORD FROM LIABILITY - LANDLORD is not liable for loss, injury, or damage to any person(s) or property unless the loss, injury, or damage is caused by the LANDLORD's intentional neglect. TENANT(s) shall repay to LANDLORD any expenses incurred resulting from TENANT(S) act or negligence. TENANT(S) is/are responsible for all acts or negligence by both the TENANT(S) and the TENANT(S) family and/or guests who visit the *Leased Premises*. 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 *Leased Premises* or the building within which the *Leased Premises* is located.

8. USE AND OCCUPANCY OF LEASED PREMISES - The *Leased Premises* may only be used for residential purposes without the prior written consent of LANDLORD. TENANT(S) shall occupy and use the premises in conformance with all Federal, State and Local laws, Regulations and Ordinances now in force or that may be enacted in the future. TENANT(S) shall not store any flammable, hazardous, or toxic substances or engage in any activity in or about the *Leased Premises* which substances or activities expose TENANT(S), LANDLORD, or others to a risk of injury, loss or damage. TENANT(S) of 512 & 516 West Beaver Ave shall not be permitted to have more than 3 unrelated people occupying the premises. TENANT(S) of 228, 230, & 232 East Foster Ave may not use the basement as a bedroom, sleeping area, or as a storage area due to the possibility of flooding.

9. RULES AND REGULATIONS - In addition to the terms and conditions of this *Residential Lease Contract*, TENANT(S) shall be bound by the Rules and Regulations that are included will all *Residential Lease Contracts*. LANDLORD shall have the right during the term of this lease to change, remove, or add stipulations to the Rules and Regulations, provided the purpose of any change shall be to preserve the *Leased Premises* and the quiet enjoyment of all occupants. No change or addition to the Rules and Regulations shall become effective until TENANT(S) have been provided a written copy of the changed, added, and/or altered stipulation has physical delivery to the *Leased Premises*. TENANT(S) agree(s) that a violation of the Rules and Regulations shall be a violation of this *Residential Lease Contract*. Violation of the Rules and Regulations by TENANT(S) shall permit LANDLORD to exercise legal action against all or some of the TENANT(S).

10. SUBORDINATION - This *Residential Lease Contract* is subordinate to all mortgages and security interests that are presently on the property or that in the future may be on the property of which the *Leased Premises* is a part.

11. CARE AND MAINTENANCE OF LEASED PREMISES - TENANT(S) shall use good care when using the *Leased Premises* including all appliances, furniture (if applicable), fixtures, and all heating ventilation/ air conditioning systems within the *Leased Premises*. TENANT(S) also shall exercise good care when using any part of the building within which the *Leased Premises* is located. TENANT(S) shall pay for all repairs to the *Leased Premises*, its contents, and/or any property of LANDLORD caused by the negligence of TENANT(S), TENANT(S) family members and/or TENANT(S) guests. Upon termination of this *Residential Lease Contract*, TENANT(S) shall peaceably surrender possession of the *Leased Premises* and its contents to the LANDLORD in good order, cleanliness, and repair except for reasonable wear and tear. TENANT(S) shall notify the LANDLORD immediately of any repairs or the need for repairs within the *Leased Premises*.

12. RIGHT OF ENTRY - LANDLORD, and persons authorized by LANDLORD, shall have the right to enter the *Leased Premises* at all reasonable times to inspect, perform maintenance, do repairs, and show the premises to prospective tenants and purchasers.

13. PET PROHIBITION - TENANT(S) shall not maintain or permit any animals or pets to be maintained upon the *Leased Premises* or any portion of the property of which the *Leased Premises* is a part unless authorized by LANDLORD.

14. SERVICES/UTILITIES - Charges for utilities and services supplied to the *Leased Premises* shall be paid as follows:

<u>Cable:</u>	<u>Water/Sewer Service:</u>
<u>Internet:</u>	<u>Refuse Collection:</u>
<u>Gas:</u>	<u>Parking Fee:</u>
<u>Heat:</u>	<u>Bus Pass:</u>
<u>Electric:</u>	<u>Other:</u>

LANDLORD shall have the right to temporarily suspend utility or other services to the *Leased Premises* in order to do maintenance and repairs or protect the property of LANDLORD or TENANT(S) from risk of harm or loss.

For properties that include an option for a bus pass, TENANT(S) agree that if for any reason the LANDLORD cannot provide bus services, the monthly fee will be removed from the TENANT(S) account.

15. REMEDIES - If TENANT(S) fails to pay rent/outstanding charges when due, and/or if TENANT(S) violate any terms, conditions, or the Rules & Regulations in this *Residential Lease Contract*, LANDLORD may take action against TENANT(S). In such a case, LANDLORD does not have to give any notice of termination, or notice to quit, to TENANT(S) before taking action. In such a case LANDLORD may take ANY or ALL of the following actions:

- Terminate this *Residential Lease Contract* without prior notice
- Sue TENANT(S) & Cosigner(s) in court to recover possession of the *Leased Premises* without giving TENTANT(S) prior Notice to Quit the Leased Premises
- Sue TENTANT(S) & Cosigner(s) to recover the whole balance of the rent and charges owed for the remaining lease term
- Sue TENTANT(S) & Cosigner(s) for damages, including reasonable attorney's fees, resulting from TENANT(S) violation(s) of any terms, conditions, Rules or Regulations, in this *Residential Lease Contract*
- Submit TENANT(S) & Cosigner(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, Rules or Regulations, in this *Residential Lease Contract*.

LANDLORD may seek one or multiple remedies in order to be compensated. LANDLORD's taking one action against the TENANT(S) shall not prevent LANDLORD from taking additional actions against the TENANT(S). LANDLORD's failure to enforce any terms, conditions, rules and/or regulations shall not prevent the LANDLORD from enforcing the terms, conditions, rules and/or regulations at a later time.

16. ATTORNEY'S FEES / COSTS & COST OF COLLECTIONS - If LANDLORD shall enforce the provisions of the *Residential Lease Contract* in any court action against the TENANT(S), LANDLORD shall be entitled to be reimbursement for all costs associated with the breach of the lease including reasonable attorney's fees and cost of collections.

17. 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 *Leased Premises* (or the building within which the *Leased Premises* is located) is taken by Eminent Domain, the *Residential Lease Contract* shall terminate as to that part taken. LANDLORD shall not be liable to TENANT(S) for any claims by TENANT(S) for loss of use of all or any portion of the *Leased Premises* (or the building within which the *Leased Premises* is located) or because this *Residential Lease Contract* has been terminated.

18. ADDITIONAL TERMS, CONDITIONS, RIDERS AMENDMENTS - This Lease may include additional terms, conditions, riders amendments and addendums that are binding to the *Residential Lease Contract* when signed and executed by both the TENANT(S) and LANDLORD.

**TENANT(S) & Cosigner(s) should not sign the *Residential Lease Contract* until they have read and fully understand the contents found within this agreement including the Rules & Regulations**

### Residential Lease Contract Signature Page

Tenant(s) Signature(s)	Date	Tenant(s) Signature(s)	Date
1. _____	_____	5. _____	_____
2. _____	_____	6. _____	_____
3. _____	_____	7. _____	_____
4. _____	_____	8. _____	_____

### Cosigner(s) 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 *Residential Lease Contract* by TENANT(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 the *Residential Lease Contract* 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 TENANT(S) before proceeding against the undersigned. LANDLORD shall notify the undersigned if TENANT(S) shall breach this *Residential Lease Contract* and LANDLORD may not enforce the provisions of this Guaranty unless and until TENANT(S) fail to cure the default or breach within 15 days after such notice.

### Signature(s) Cosigner(s)

*Cosigner will be required to sign this section if applicable*

This *Residential Lease Contract* must be signed by the minimum # of required TENANT(S), their cosigner(s) if applicable, and returned to the LANDLORD. Failure to return the *Residential Lease Contract* within the timeline given by the LANDLORD may result in forfeiture of the apartment and TENANT(S) security deposit.

# Rules & Regulations

The *Residential Lease Contract* and the *Rules & Regulations* represent the agreement between the TENANT(S) and LANDLORD. Any verbal representations/agreements are not binding between the parties. The *Rules & Regulations* are a part of the *Residential Lease Contract* as set forth in section 9 - RULES AND REGULATIONS. Violation(s) of any *Rules & Regulations* set forth below is a breach of the terms and conditions of the *Residential Lease Contract* and the LANDLORD shall be entitled to exercise any or all of the remedies available set forth in Section 15 - REMEDIES. **ADDITIONALLY, ANY BREACH OF THE RULES AND REGULATIONS OUTLINED IN THIS ADDENDUM MAY RESULT IN ADDITIONAL FINES AND/OR CHARGES, WHICH THEN BECOME THE JOINT RESPONSIBILITY OF ALL SIGNATORIES TO THIS LEASE.**

1. TENANT(S) shall be responsible for all damage or injury resulting from any violation of the rules and regulations
2. TENANT(S) shall not make or permit any disturbing noises to be made in the building by themselves, members of their family, guests, or permit anything to be done that will interfere with the rights, comforts, or convenience of other tenants. TENANT(S) shall not play any musical instrument, stereo, television or radio on the premises if the same shall disturb or annoy other occupants of the building. Drinking, smoking, or any type of loitering is not permitted in the common areas, hallways, stairwells, or grounds of the property by anyone at any time
3. TENANT(S) who have valid signed parking leases are the only people allowed to park at the property in the spaces designated on their parking lease. All permitted vehicles must be registered with the office, must be in drivable condition, and must have a current registration & inspection. Any other vehicle on the property at any time will be considered illegally parked and will be subject to ticketing and/or immediate towing
4. TENANT(S) shall keep both the interior and the exterior of the premises in a good state of preservation and cleanliness and shall not sweep, throw, place or store any item(s) or substance(s) in any of the common halls, stairways, or upon the exterior premises. The interior cleanliness standard is that the unit will be kept in a state of good hygiene that prevents the attraction of bugs & rodents
5. No items including, but not limited to, beer kegs, furniture, bicycles, garbage cans & grills, shall be placed in the common areas, porches, balconies, or on the staircase landings, nor shall any articles be hung from the windows or balconies or placed upon the window sills without LANDLORD's permission. Neither shall any articles be shaken or hung from any window, door, terrace or balcony
6. The commode and other water apparatus shall not be used for any other purpose than that for which they are constructed for. In addition, sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags or any other improper articles are not to be flushed down the toilet. Any damage resulting from misuse will be the responsibility of the TENANT(S) in the violating unit
7. Garbage, refuse, recycling and other waste matter shall be disposed of in appropriate recycling bins or placed in the dumpsters. Garbage, refuse, recycling and other waste matter is not to be stored in the interior of the apartment, nor is any garbage to be placed or stored around the exterior of the premise
8. TENANT(S) are not permitted to add, remove, enter or change any locks or lock codes without the prior written consent of the LANDLORD
9. TENANT(S) is/are responsible for ensuring the smoke detectors & CO detectors in the apartment are in good working order through regular visual inspection and signal/battery testing. Resident is responsible for battery replacement. If any form of battery failure is detected the red LED light will flash and the unit will "chirp" once every few minutes and will continue for at least seven days. TENANT(S) is/are responsible for informing LANDLORD immediately of any malfunctioning device in the unit. LANDLORD shall not be responsible for the malfunctioning of smoke detectors and/or carbon monoxide detectors as a result of weak/defective batteries or failure of the device due to reasons outside the LANDLORD's control. Should TENANT(S) fail to keep a detector in good working order or permit any detector to be damaged in any way, TENANT(S) shall be assessed a replacement fee of \$45.00 and additional fees if applicable
10. Candles or any open flame device are safety hazards and discouraged from use in the apartment. Any candle or open flame device found left unattended or being used where people are sleeping will result in a fine to the unit
11. No charcoal, propane or other open flame devices for heating or cooking shall be operated or stored on balconies (including porches, decks, and steps), or within 10 feet of any building or combustible structure. Violation of these terms is a fineable offense that could lead to eviction.
12. TENANT(S) will maintain a minimum temperature of 55 degrees F in all heated rooms of the dwelling. Kerosene burners or any type of auxiliary heaters are prohibited unless provided by LANDLORD
13. Windows must remain closed during the cold weather months determined by Centre County Code Regulations to be from October 1st through May 15th. During this time period we require all fans and air conditioners to be removed from the windows, and require windows to be closed anytime the temperature is below 55 degrees F
14. No waterbed shall be permitted within the *Leased Premises* without the prior written consent of the LANDLORD. Hot tubs and/or pools of any nature are not allowed anywhere on the *Leased Premises*
15. Beds are not permitted in the rooms designated as a study, which are the rooms on the lower level that do not have a window, in the following apartments

- a. Cedar Lofts: 3, 4, 7, & 8
  - b. Cedar Lofts East: 3, 4, 7, 8, 17, 18, 19, & 20
  - c. Waupelani Lofts: 225-101, 225-102, 223-101, & 223-102
16. TENANT(S) shall not install shelving, picture hooks, wallpaper, paint or alter in any way the features of the *Leased Premises* without prior written consent of the LANDLORD
  17. TENANT(S) will not install air conditioners or other electrical appliances without written permission from the LANDLORD. Air conditioners must meet the following:
    - a. Size & weight requirement for our windows
    - b. Must be installed with a TENANT provided & LANDLORD approved support bracket
    - c. Must be installed by maintenance staff at no fee to the TENANT
    - d. LANDLORD must remove air conditioner during the heating season from October 1st to May 15th.
  18. TENANT(S) shall furnish electric light bulbs, fluorescent starters, and fuses
  19. Anything broken or damaged, which did not occur as a result of normal wear and tear, will be charged to the unit. All maintenance charges must be paid within 30 days of the billing date or will be subject to late fees
  20. A maintenance charge of \$40.00 will be accessed to any account needing the LANDLORD to unlock an apartment after working business hours. A charge of \$40.00 will be accessed to any account where the TENANT(S) request that the LANDLORD change the code on any coded combination lock
  21. Mailbox keys will be loaned & lock codes distributed only during business hours and must be obtained at the LANDLORD's office. A valid proof of ID is required. No keys or lock codes will be furnished after business hours, on weekends, and/or holidays. If loaned keys are not returned within 24 hours, TENANT(S) will be charged \$45.00 for lock replacement. All keys must be copied at Auman's Key Shop with LANDLORD's authorization
  22. At no time are vehicles of any type allowed on the grass, porches, sidewalks or common areas of the *Leased Premises*. Any vehicle not registered with the LANDLORD or not parked in the TENANT(S) assigned spot will be subject to immediate ticketing and towing at the vehicle owner's expense
  23. The roof and/or fire escape of the buildings on our properties are off limits unless used for emergency purposes. Violations of this rule will result in a minimum \$100 fine per occurrence
  24. Pets are not permitted in units unless approved by LANDLORD. Violations will result in a \$25.00 per day fine
  25. A \$30.00 minimum service charge will be levied on all checks returned due to non-sufficient funds or for any other reason. Late charges will retroact back to the first of the month and continue to accrue until the rent is paid in full
  26. LANDLORD has the right to charge a fee for any changes request by the TENANT(S) to a *Residential Lease Contract* including sublets, roommate additions, roommate replacements, etc... LANDLORD also has the right to deny requested changes by TENANT(S)
  27. A penalty charge of \$50.00 per bill shall be assessed to units responsible for paying their own utility bills directly to the provider should the LANDLORD receive the invoice in the LANDLORD's name indicating the service was never transferred into the TENANT(S) name. If at any time utilities are shut off due to non-payment by the TENANT(S) the LANDLORD has the right to put the utilities back into the LANDLORD's name and charge the TENANT(S) accordingly with the additional fees
  28. Fridges must remain plugged in and turned on for the entire term of the *Residential Lease Contract*
  29. If TENANT(S) elect to pay rent in more than one lump sum payment (ie, one check/one money order/one online ACH payment) for the entire unit, a processing service charge of \$2.00 per TENANT(S) will be billed to ALL TENANT(S) monthly.
  30. After choosing to pay rent, either by a single apartment account or by individual accounts, the TENANT(S) decision to make subsequent changes in payment format will result in an automatic charge of \$24.00 per TENANT for the year.
  31. LANDLORD assumes that all TENANT(S) have contributed to the security deposit equally regardless of how many payments were made. Therefore, LANDLORD reserves the right to return security deposits to the TENANT(S) the equal pro rata share owed to each individual TENANT(S)
  32. If TENANT(S) occupy the premises beyond the expiration date of the *Residential Lease Contract*, a charge of \$100.00 per each TENANT will be levied for each day they extend beyond the lease *End Date*
  33. Furnished apartments are provided with no more than one bed per resident on the lease. TENANT(S) are allowed to opt out of receiving our bed if they do so in writing to the LANDLORD by the 1st of June prior to the lease *Start Date*
  34. LANDLORD does not provide Washers & Dryers at 512 & 516 West Beaver Ave or 228, 230, 232 East Foster Ave. even though these types of appliances may be present at move in. LANDLORD assumes no responsibility for their presence or functionality
  35. 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
  36. Bicycles may only be stored outside, attached to a designated bike rack, and must be kept in good working order. Bicycles that are damaged, or in a state of disrepair, will be removed by the LANDLORD at the TENANT(S) expense. Any bicycles left unattended anywhere on the property other than the bike rack will be removed and disposed of immediately by the LANDLORD at the TENANT(S) expense
  37. TENANT(S) acknowledge that the Borough has a Nuisance Gathering ordinance and will comply with all Borough regulations contained within the ordinance

38. Underage drinking and/or public intoxication are prohibited at all Nevins Real Estate Management properties. Violators, both visitors and TENANT(S), will be reported to the police, and TENANT(S) will be subject to eviction for these offense
39. TENANT(S) must register social gatherings 24 HOURS before the day of the event. Weekend events must be registered Monday - Friday during business hours. If TENANT(S) fail to register an event, a fine of \$100.00 per TENANT(S) will be accessed to their account and will need to be paid in full within thirty (30) days of notification of said charges. Social gatherings are not permitted at Fairview or Park Lane Apartments
40. Social Events must be contained within the unit for the duration of the event. Overflow of guests out of the unit into the common areas is prohibited. Apartment doors must remain closed at all times and all drinks must remain in the unit at all times as well
41. TENANT(S) must not overcrowd their units during an event to the extent that it poses a danger to occupants or the building as determined by LANDLORD. There must be free room for people to move about unobstructed, to exit the apartment in a safe manner, and under no circumstances are more then 25 residents allowed in the apartment at any one time
42. TENANT(S) of both registered and non-registered parties are subject to charges for common area damages and clean-up cost if deemed by LANDLORD the responsibility of multiple units. The fees in this case would be divided between all apartments determined by LANDLORD to have held a social event on that day. All charges are to be paid in full within thirty (30) days of notification of said charges. In addition, each apartment will be held liable for its own interior damages and clean-up costs, if any
43. TENANT(S) who is/are convicted of the State College Borough "NUISANCE GATHERING ORDINANCE" is in violation of the Residential Lease. Any apartment that demonstrates an inability to adhere to Nevins Real Estate Management social event policies can, at LANDLORD's discretion, be denied registration privileges for the duration of the *Residential Lease Term*

#### END-OF-LEASE PROCEDURE RULES

1. For all parties vacating the premise, notify LANDLORD in advance of your exact move-out date, then by the last day of the lease return all keys to the rental office. TENANT(S) agree to not leave keys at the premises, and provide a forwarding address in writing for each person listed on the lease
2. All units, if carpeted, must be professionally cleaned on the last day of the lease. A receipt from a professional carpet cleaning company provided to LANDLORD no later than the last day of the lease
3. On the last day of the lease all apartment must be thoroughly cleaned and in a state of good repair. This means that all apartments must be returned to acceptable Nevins Real Estate Management condition as outlined in the Move-Out Packet to be delivered 30 days prior to the end of the *Residential Lease Contract*. This should include but is NOT limited to the following: Hardwood or tile floors, all furniture must be cleaned (vacuumed, dusted and polished) inside and out, Mini-blinds or vertical blinds, stove, refrigerator (Do NOT turn refrigerator off, simply defrost and turn to lower setting; Do not defrost freezer by using a pick), exhaust fan, windows, all light fixtures, doors, radiators, ceiling exhaust fans, drawers, cupboards and base boards, windows must be washed on inside, all personal effects, food, and trash must be removed.
4. All TENANT(S) of this *Residential Lease Contract*, regardless of vacating/renewing status, are required to adhere to the end of lease rules as well as the procedures outlined in the Move-Out Packet. For partially vacating/renewing apartments this means that all residents of this lease 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

Charges against the security deposit will result if the above procedures are not followed. All damages beyond what LANDLORD considers normal wear and tear will be deducted from the security deposit. Further, more detailed instructions regarding move out procedures will be sent in the Move-Out Packet 30 days prior to move out. The steps outlined in this packet constitute additional requirements TENANT(S) must fulfill.

LANDLORD reserves the right to rescind any of the current Rules & Regulations and/or to amend new *Rules and Regulations* that may be needed for the safety, care, maintenance, operation and cleanliness of the buildings. In a situation where changes/additions happen notice will be given to the TENANT(S) by means of physical distribution to the leased premises. Changes/additions to the Rules & Regulations shall have the same force and effect as if originally made part of the foregoing *Residential Lease Contract*.

# Residential Lease Addendum

The Residential Lease Addendum is a binding agreement between the TENANT(S) and the LANDLORD. The terms and associated fees with every addendum remain in effect for the entire term of the Residential Lease Contract. By signing this form, the TENANT(S) are agreeing to all the terms and conditions set forth under each addendum below. Fees, if applicable, in each section are due at the same time as the monthly rent under the same terms of payment, penalties, and termination as outlined in the original lease.

## Standard Furniture Package

The unit comes with a standard furniture package. The TENANT(S), upon Move-In, will confirm that the number of pieces indicated below are in the unit. The LANDLORD will perform a move-out inspection at the expiration of the *Residential Lease Contract* and the furniture needs to be present. If any piece of furniture is missing the tenant will pay a fee for replacement.

Couch/Futon =	End Table =	Lamps =	Dinette Chairs =	Desk Chairs =
Coffee Table =	Bar Stools =	Dinette Table =	Desks =	Dressers =

Each TENANT in the unit will receive a complete bed set. If the TENANT(S) decide on bringing their own bed set, they must let the LANDLORD know in an e-mail or hand-written letter that they plan on bringing their own by June 1<sup>st</sup> prior to the lease starting. If the LANDLORD is not informed about the change prior to June 1<sup>st</sup> the tenant will be provided a bed and a fee of \$25.00 per bed will be charged to have them removed for the unit.

## Additional Appliance Rentals

The LANDLORD will try to accommodate residents with additional appliances if requested by TENANT(S). If Residents check mark a "Requested" appliance and the LANDLORD is able to provide that appliance, TENANT(S) agree to accept the appliance and resultant fee.

### **Portable Dishwasher (\$25.00 Per Month)**

\_\_\_ Initial on line if requested

### **Second Refrigerator (\$30.00 Per Month)**

\_\_\_ Initial on line if requested

## Electric Utility Payment Plan

TENANT(S) are responsible for the payment of their electric utility which includes heating of the apartment. In lieu of paying the utility bill directly to the utility company residents may elect to pay an additional \$35.00 per month per resident to the LANDLORD. If this option is chosen, then the Landlord agrees to pay ALL electric charges for the leased premise and TENANT(S) may not switch to directly paying the utility company at any time.

Check Your Preference \_\_\_ ACCEPT \_\_\_ DECLINE

**BY SIGNING BELOW THE TENANT(S) AGREE TO HAVE READ AND UNDERSTAND WHAT WAS PRESENTED TO THEM IN THIS ADDENDUM. THE TENANT(S) HAVE OPTIONS AND MAKE THEIR OWN DECISION. IF ANY PART IS LEFT BLANK THE LANDLORD WILL AUTOMATICALLY ASSUME THE TENANT(S) IS/ARE DECLINING THE OPTION.**

Tenant(s) Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Tenant(s) Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_



### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### Lead Warning Statement

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

#### Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Lessee's Acknowledgment

(c)  Lessee has received copies of all information listed above.

(d)  Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

#### Agent's Acknowledgment

(e)  Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

TENANT	Date	TENANT	Date
TENANT	Date	TENANT	Date
TENANT	Date	TENANT	Date
TENANT	Date	TENANT	Date

LANDLORD