

RESIDENTIAL LEASE

THIS IS A RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE. THIS IS A LEGAL AGREEMENT BETWEEN THE TENANT AND THE OWNER. READ THIS LEASE CAREFULLY BECAUSE TENANT GIVES UP CONSUMER RIGHTS. IF TENANT DOES NOT UNDERSTAND ANY PARTS OF THIS AGREEMENT, SEEK THE HELP OF AN ATTORNEY BEFORE SIGNING.

(1) NAMES OF OWNER AND TENANT(S)

A. Name of Owner: _____

B. Address of Owner: 2542 W. Fairview Street Allentown, PA 18104

C. Management Company

1. Owner defers to Off Campus Philly management company to collect and manage rent and other charges specified in this lease and to direct and enforce all terms of this lease, as well as handle repairs according to the terms of this lease. As used herein, the term “owners’ representative” refers to Off Campus Philly.
2. By the time you have received this lease, you should have paid a non-refundable application fee of \$60.00 and completed the Off Campus Philly rental application. If for any reason the application fee has not been paid, Off Campus Philly reserves the right to assess this application fee as part of tenant’s charges in the tenant portal.
3. Rent payment options include:
 - a. ACH rent payment via tenant portals; accessible via www.offcampusphilly.com at a rate of \$2.95 per transaction. Username and password to be provided at lease signing.
 - b. Paper checks **made out to owner** named in above section (1)A, Envelope addressed to - Off Campus Philly, PO BOX 29604, Philadelphia, PA 19144
 - c. Cash is not accepted!
3. Leasing Manager: Danielle Penman Phone: 215.990.3815
Email: leasing@offcampusphilly.com
Property/Maintenance email: repairs@offcampusphilly.com

D. Name of Tenant(s):

	Name(Printed)	Phone	Email
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____

8. _____
9. _____
10. _____

The names listed above are referred to in this lease as "Tenant" or "Tenants", which both shall have the singular and plural meaning as the context allows.

(2) LEASED PROPERTY

- A. The exact address of leased property is: _____, **Philadelphia, PA 19121**
- B. The leased property is the location Owner agrees to rent to Tenant.
It is a: _____ Single Home, _____ Apartment, _____ Other
- C. The words "leased property"/"property", "premises", "leased premises" or "facility" refer to the type of residence detailed above in sections 2 (A) and (B).
- D. The following items are part of the leased property:
- Stove _____
 - Microwave _____
 - Refrigerator _____
 - Dishwasher _____
 - Washer/dryer _____
 - Hot water heater _____
 - Electric heat pump and central air unit _____
 - Split-ductless heating/cooling _____
 - Radiant heating _____
 - Baseboard heating _____
 - Window air conditioning unit(s) _____
 - Roof Deck (see rules, section 13) _____
 - Dehumidifier _____

(3) STARTING / ENDING DATES OF LEASE

- A. This lease begins at **2pm** _____. This lease ends at **12pm** _____.

(4) MONEY OWED AT SIGNING OF THIS LEASE

- A. Total rent due for entire length of lease is: \$ _____
- B. Security Deposit equaling one months rent: \$ _____ Due on: **ASAP**.
- C. Last Month's Rent: Last months rent of \$ _____ Due on: _____.

(5) RENT

- A. The rental amount each month is \$_____ and is due by the 1st day of each month.
- B. A court action to remove tenant may begin on the 10th day. All court costs and attorneys' fees incurred by Owner as part of such action are recoverable from Tenant should Owner prevail in said action.
- C. If Tenant mails rent to Owner or Management company, the postmark date of the letter is the date of payment.
- D. **Tenant/s must make all rental payments in full, with one or multiple checks or e-check for the total amount due.** If partial payment is made, Owner has the right to collect the balance due despite any endorsement or other statement on the check. **CASH IS NOT ACCEPTED.** Mailed rent payments must be check or money order with the address of the property and last name of the tenant noted on the check or money order.
- E. Any proportional payment records instituted by management company or side agreements between tenants in no way void the responsibility of all tenants to pay the full amount of rent agreed upon in this lease both jointly and severally.

(6) ADDITIONAL RENT CHARGES

- A. Rent is considered late if postmarked/deposited in bank after the 3rd day of each month.
- B. Late fee will be incurred at 15% of delinquent amount if not paid by the 3rd day of the month to be paid by tenants jointly or severally.
- C. Rent is an additional 10% of total monthly rent if not paid by the 10th day of each month to be paid by tenants jointly or severally.
- D. Stopped payment or reversed e-check will result in a fee of \$25.00 placed on the tenant
- E. Stopped payment, bounced or reversed paper check will result in a fee is \$35.00 placed on the tenant. Owner reserves the right to require future rent payments in the form of money order, or certified check.
- F. Neither ill health, loss of job, financial aid disbursement, financial emergency or other excuse will be accepted for late payment. Each tenant hereby acknowledges that they have a legal obligation to pay all the rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them as well as any guarantors or co-signers and a lien being filed against their current and future assets and/or earnings of both the tenant and guarantor.

(7) AUTHORIZED OCCUPANTS

- A. Unauthorized occupant(s) is anyone not listed on the lease that has lived in the leased property for more than 10 days in a row or 20 days within a single month (30 Days).
- B. If any unauthorized occupant(s) is living in the leased property, Owner can require any or all of the following:
 - I. End this lease with thirty days written notice;
 - II. Require Tenant to pay \$ 500 per month for each unauthorized occupant(s);

- III. Require Tenant to pay for all damages caused by unauthorized occupant(s); and/or
- IV. Require unauthorized tenant to move out of leased property within twenty-four (24) hours.

(8) CARE AND USE OF THE LEASED PROPERTY

- A. **Primary Residence:** Tenant agrees to use the leased property as a private residence only for tenant and authorized occupants only.
- B. **Use of Leased Property** Tenant agrees not to use the leased property for any unlawful or hazardous purposes. Tenant needs written permission from Owner before using the leased property for any business or profession.
- C. **Obey all laws:** Tenant agrees to obey government housing regulations, local and state laws, and condominium and homeowner association rules as they apply to Tenants.
- D. **Keep safe and clean:** Tenant agrees to keep the leased property safe against fire and water damage. Tenant agrees to remove trash, garbage, and other waste in a safe manner. Tenant shall not allow trash or garbage to accumulate in Tenant's Unit, anywhere on or in the premises and/or on the sidewalk or stairs in front of the leased premises. Tenant shall not place in any trash receptacle, and shall not otherwise dispose of or deposit on the Premises or at the Facility, any hazardous or dangerous substance, and if Tenant encounters any such substance at the Premises, Tenant shall promptly so notify Owner
- E. **Heating sources:** Tenant agrees not to use any other heating source than the one provided in the leased property. Tenant will keep temperature at 60 degrees or above at all times.

(9) LEASE RENEWAL

- A. When ALL parties of this lease agree to extend dates of this lease for an additional 12 months, it is considered a full renewal.
 - I. Owner reserves right to add amendments to any previous lease within said Renewal Lease to be given to tenants.
- B. In the absence of all parties agreeing to extend the dates of this lease, this lease will end on the date specified in section 3a subject to all conditions of move out in section 16c and for return of security deposit in section 48a. However, parties currently occupying the unit wishing to extend their dates with or without additional parties not listed on previous lease, will be given first chance to sign new lease with their new group for following year.
 - I. New parties moving into a unit with tenants who also occupied the unit in the previous lease, hereby waive their right to have the unit cleaned if those tenants who also occupied the unit in the previous lease have not completely vacated the property between the time when the old lease ends and the new lease begins. Tenants continuing to occupy the unit from the previous lease hereby take responsibility for cleaning the unit for those new parties.
- C. Management and or owner reserve the right to deny renewal to any group or individual.
- D. If Management agrees to offer renewal, tenants understand that they have until October 15th to complete renewal lease. Tenants understand the unit will only be removed from active showing once a renewal lease is complete and any money owed is paid in full.

(10) UTILITY SERVICES

- A. Tenant pays for:
- Gas (if applicable) _____
 - Electric _____
 - Water/Sewer/Stormwater: Flat rate \$15 per tenant per month____ ; Actual Usage \$15 per tenant per month_____
 - Cable TV _____
 - Internet _____
- B. Tenant are responsible for all utilities associated with property. Utilities not paid by Tenant when due become additional rent for the next month's rent.
- C. **Flat rate water charges**, tenants will be charged \$15 each per month in the tenant portal for the duration of the lease. **Actual usage charges**, tenants will be charged \$15 each per month in the portal for the duration of the lease. If it is determined at the end of the lease term that a tenant has overpaid for actual water usage, tenants will be refunded as part of the security deposit return process. Underpayments will also be assessed at this time. Water Bills not paid in full by Tenant will accrue late fees in the amount of \$15 per month until paid in full.
- D. **(If applicable)** Tenant acknowledges responsibility for payment of all bills for gas consumed upon the premises. Tenant shall provide proof of payment every month of all outstanding balances due to the Philadelphia Gas Works (PGW). Failure of tenant to pay all bills, or failure to present proof of payment (if requested), shall be cause for eviction.

Tenant shall provide to Owner information regarding all occupants of the premises and such other information as may from time to time be required by the Philadelphia Gas Works.

Tenant shall provide immediate access to the rental unit for purposes of utility shut off if the Philadelphia Gas Works advises that the gas is scheduled to be shut off for nonpayment. Such circumstance shall be considered an emergency warranting removal by the Owner of locks and such forcible entry as may be required to provide the PGW technician with access to gas meter.

Tenant shall be responsible for all costs of repair to the property if forcible entry is required to provide access by Owner or a Philadelphia Gas Works employee. Tenant is advised that such damages can be avoided by providing access to the Owner and or PGW upon demand.

Failure by tenant to pay the gas bill when due shall allow Owner to deduct the amount of any unpaid utility bill from tenant's security deposit. Failure of tenant to repay the amount of the security deducted upon demand shall be further grounds for eviction as a breach of this lease agreement.

(11) INTERNET/CABLE

- A. Tenant is solely responsible for arranging installation of internet/cable with their service provider.

- B. Tenant agrees to engage provider to install internet/cable connection if they so wish. Neither Owner nor Management Company is responsible for repair or connection of internet/cable in the unit.

(12) QUIET ENJOYMENT

- A. **Quiet Enjoyment.** Owner covenants and agrees with Tenant that upon Tenant paying Rent, and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed under this Lease, Tenant may peaceably and quietly enjoy the Premises, subject nonetheless to the terms and conditions of this Lease. Tenant is expected to keep noise levels to a minimum between the hours of 10pm and 8am, 7 days a week. Continued complaints by the Philadelphia police department, Temple police or neighbors about such noise may result in grounds for eviction as a breach of this lease agreement.
- B. **Firearms and Weapons:** Instruments which could be used in offensive or defensive combat or anything used or designated to be used in destroying or injuring a person or thing is prohibited for possession or use in and around the premises. These items shall include, but not be limited to: fireworks or explosives, rifles, handguns, BB guns, pellet guns, air guns, slingshots, bows and arrows, hunting knives, or crossbows. Storage of paintball markers is permitted, but not to be fired on the premises.
- C. **Illegal Activity:** This lease automatically ends if Tenant or Tenant's guests stores, uses, sells, manufactures, or distributes illegal drugs, including but not limited to: underage consumption of alcohol. This also applies to any other illegal activity under State and/or Federal law.
- D. **Roof Access Prohibited:** Unless unit has a designated roof deck, tenant agrees not to access ANY part of the roof for any reason, , unless as is required by an emergency. If tenant, or any guest or invitee of tenant, is required to access the roof due to emergency then tenant must notify Owner as soon as possible of need to access roof and reason for accessing roof. If at any time a tenant named on this lease or guest of tenant is found on the roof, the lease is considered broken and the police along with all guarantors will be contacted. Any and all charges from damage to the roof area will be the responsibility of all tenants named on the lease and their guarantors.
- E. **No Smoking.** Tenant agrees not to smoke inside the house, apartment or condo.
- F. **Grills.** The use of gas or charcoal barbecues are prohibited on balconies. The use of gas or charcoal barbecues are prohibited on decks and patios unless there is a clear space of at least 10 feet between the grill and the building or roof overhang.

(13) ROOF DECK

Failure to follow rules or cause damage to the property and access WILL BE REVOKED.

- A. The Roof Deck Rules are stated as follows:
1. No throwing any objects upon or off the roof deck.
 2. No climbing on the walls/railings of the roof deck. No sitting or standing upon the roof deck walls/railings.
 3. No walking, jumping or climbing upon any areas of the roof outside of the roof deck's perimeter.

4. No groups of more than 10 people on the roof deck. No loud parties of any kind upon the roof deck.
 5. Noise must be kept to a minimum at all times. No music, screaming, or other loud noises above 60db on the roof deck.
 6. No fireworks, smoking, open flames or grilling on the roof deck.
 7. Any visitor (non-tenant) must be accompanied by a tenant at all times.
 8. No kegs on the roof deck.
 9. Nothing is to be rested or hung upon the roof deck walls/railings.
 10. No trash is to be left upon or placed in any holes/gaps on or around the roof deck. Remove all trash (cans and bottles can clog the drainage pipes).
 11. No dragging of furniture.
 12. No pets on the roof deck.
 13. No dangerous, threatening or disturbing behavior.
 14. Tenants, their guests, friends, invitees, or any other individuals upon the roof deck as a result of being granted access by a tenant, must adhere to the highest standards of ethical and proper conduct and behavior upon the roof deck.
- B. All tenants and guarantors, jointly and severally, are responsible for the conduct and behavior of tenants, their guests, friends, invitees, family members and/or anyone upon a tenant's roof deck as a result of being granted access by a tenant.
 - C. All tenants and guarantors, jointly and severally, are responsible for any damaged caused by misuse or disregard of rules.
 - D. All rent and other charges under your lease are due even if roof deck access is revoked/restricted.
 - E. By receipt and review of these rules and by and in consideration of their use of the roof deck, Tenants acknowledge the existence and enforceability of the following rules and an understanding of the consequences for violation of these rules.

(14) MAINTENANCE AND REPAIR

- A. Owner will provide normal maintenance of the Unit without additional charge to Tenant, except for repairs made necessary by the misuse of the Unit by Tenant or Tenant's guests.
- B. It is tenants responsibility to replace all interior light bulbs (see Off Campus Philly Welcome Packet for further details).
- C. Bedroom Doors- Owner and management team are responsible for the integrity and functionality of all building entry and unit entry doors. We do not provide guaranteed security of individual rooms. Any multi room unit or house is rented with the understanding these are group leases and not a by- the-room rental. It is assumed all tenants are comfortable living in a communal unlocked space with other tenants on the lease. If a tenant's bedroom has an individual lock that is not properly functioning, Owner and management will address such concern at Owner and Management's earliest convenience. The failure of an individual bedroom door lock is not cause to delay move-in or grounds to withhold rent.

- D. Tenant shall be financially responsible for all repairs to the Premises and fixtures required as a result of damage caused by Tenant's improper conduct, misuse, waste or neglect, or that of the Tenant's family, agent or visitor. Tenant agrees pay for these repairs and damages upon demand for payment from Owner. This cost is considered additional rent and will be due with the next month's rent payment following receipt of demand for payment by Owner. Tenant agrees that the cost for these repairs and damages may also be deducted from Tenant's security deposit. It shall be Owner's choice whether to demand immediate payment or deduct repair costs from Tenant's security deposit. Tenant may make non-technical basic repairs on his/her own provided Tenant receives prior written consent from Owner to make such repairs. If Tenant does not complete repairs within a reasonable time, Owner will pay to have the repairs completed and Tenant will be responsible for payment as set forth above in this section 13(C).
- E. Tenant agrees to pay for the change of HVAC filter, after the sixtieth (60th) day of initial move-in. The cost per filter change will be \$45 and will be done as deemed necessary by maintenance. Tenant shall not place belongings on or around HVAC unit, in any way that crowds or touches the HVAC unit. Doing so is in violation of fire code and may result in damage to the HVAC unit, for which the tenant will be held financially responsible.
- F. Tenant agrees that no additional painting will be done beyond the confines of this lease on or about the Premises without the prior consent of Owner.
- G. Tenant shall promptly notify Owner, directly or through Management Company, of any damage, defect or destruction of the Premises, or failure of any of the appliances or equipment. Owner will use his best efforts to repair or replace any such damaged or defective area, appliance or equipment. Should Owner undergo repairs or renovations that would disturb the peace of an individual tenant or require their movement to a different room in the house, the Owner will provide 7 days notice to the tenant and assistance in the move within the house.
- H. Owner does not guarantee operability of any water features on refrigerator. Water filters in refrigerators are tenants responsibility. Tenants are responsible for ordering specific filter for their refrigerator model. If water filter needs replacement within first 3 months of lease owner will reimburse cost.
- I. Repair of garbage disposals are at the owners discretion. If garbage disposal ceases operation owner may remove completely without replacing.
- J. If appliance is functional, regardless of cosmetic appearance, the appliance will not be replaced. Cosmetic repairs to the appliance may be requested by the Tenant, at cost to the Tenant. This includes but is not limited to; glass stove tops and stained washing machine gaskets.
- K. Tenant agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food, or any other matter in the sink, drain or toilets. Tenant agrees to not slam washer and dryer doors or fail to empty their pockets when loading the washer causing blockages in the pipes. Tenant agrees to empty and clean dryer lint trap after each use and to report a break or disconnection of the dryer vent hose. Tenant agrees to pay the entire cost on bills for all services resulting from clogged pipes/sewer back-up or overflowing showers, sinks, washers, dryers, bathtubs or other appliances due to these issues, including but not limited to neglect or misuse by Tenant. Cost is final and binding as per the determination of private contractor who makes the repair.

- L. Tenant must not overload electrical circuits. Only two electrical operated items may be plugged in any electrical receptacle. Electrical circuits overloaded or damaged by DJ equipment or other such major electrical consuming equipment will be paid by tenant.
- M. Tenant agrees to immediately tell Owner of any dangerous or defective conditions around the Property or in the leased property. If Tenant fails to do so, Tenant is responsible for all injury or mishap caused by the dangerous or defective conditions.
- N. Owner is not responsible for any inconvenience or loss that power outages or repairs might cause. Including but not limited to loss of food in the refrigerator and freezer.
- O. Basements - If you have rented a dwelling with an unfinished basement, an unfinished basement is defined as a space with no bedrooms, living rooms, finished walls or flooring, etc. Tenants are not allowed to sleep in the basement or use the basement as they would "finished" space in the dwelling. Unfinished basements are for storage, laundry and the location of your utility systems (if applicable). The unfinished basement is accepted on an "as-is" basis by tenant. Owner and management team are not responsible for maintenance and improvements to the basement that would make it finished space for day to day living and uses other than those set forth above. Unfinished Basements will be kept free of standing water and active leaks will be addressed by the management team when and if reported. Accumulation of moisture, humidity, dirt and dust are naturally occurring in any unfinished basement and may be addressed by owner or management company on a case by case basis.
- P. Patios, front/rear/side yard, and egress drains - Tenant agrees to keep outer areas of unit clear of debris including exterior drains and egress window wells. Tenant shall be responsible for any and all water/moisture damages caused to the property or neighboring properties due to Tenant's failure to keep the exterior and egress/window well drains clear of debris.
- Q. Whether Tenant experiences mold growth in the Unit depends largely on how Tenant manages and maintains his or her household, and on whether Tenant provides prompt notice to Owner of mold growth. Tenant's cleaning and maintenance obligations regarding the Unit, and Owner's maintenance obligations, are specified in this Lease. Owner and Agent shall not be responsible for any injuries or damages to Tenant or any other person relating to mold caused, in whole or in part, by Tenant's failure to clean and maintain Unit as herein required or as is reasonable, or failure to promptly notify Owner of conditions in need of repair or maintenance that may be causing the mold growth.
- R. Management Company
Owner defers to the managers of Off Campus Philly property management company to act as the owner's representative and to manage repairs specified here in this lease. Off Campus Philly is authorized to enforce all terms of this lease, including but not limited to:
- I. Tenant must report maintenance or repair issues through the online portal only. Text messages and phone calls are to be used only in emergencies and will not be accepted as a form of notification for a non-emergency maintenance and repair issue.
 - II. Tenant acknowledges that submitting a request through the online portal gives permission to enter and serves as notice for management company to arrive at the premises to inspect and/or repair the reported condition from the moment request ticket is received to 72 hours time thereafter.
 - III. Tenant acknowledges Off Campus Philly does not have or operate an emergency number.

(15) MOLD CLAUSE

- A. Tenant and Owner acknowledge mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.
- B. CLIMATE CONTROL: Tenant(s) agree to use air-conditioning or dehumidifier, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. If owner has provided dehumidifier, owner requires that dehumidifier is used at all times.
- C. TENANT(S) AGREE TO
- a. Keep the premises clean and regularly dust, vacuum and mop.
 - b. Use hood vents if available when cooking cleaning and dishwashing.
 - c. Keep closet doors ajar
 - d. Avoid excessive amounts of indoor plants
 - e. Use exhaust fans if available when bathing/showering
 - f. Use ceiling fans if present
 - g. Water all plants outdoors
 - h. Wipe down any moisture and/or spillage
 - i. Wipe down bathroom walls and fixtures after bathing/showering
 - j. Wipe down any vanities/sink tops
 - k. Open blinds/curtains to allow light into premises
 - l. Wipe down floors if any water spillage
 - m. Hang shower curtains inside bathtub when showering
 - n. Securely close shower doors if present
 - o. Inspect all leaks under sinks
 - p. Regularly empty dehumidifier if provided with one.
- D. Reports of mold that is not backed up by visual evidence will not be responded to. We will treat visible mold, mold resulting from a leak/water issue. Stains left behind by mildew/mold (on washing machine gaskets, for example, do not constitute mold itself.
- E. SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.
- F. VIOLATION OF MOLD CLAUSE: IF TENANT(S) FAIL TO COMPLY WITH THIS CLAUSE, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result to tenants or others. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner and/or hold Owner harmless for damages sustained to the Leased Premises and/or persons occupying or entering the

leases premises or affected by the leased premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to any person or property as a result of TENANT(S) failure to comply with the terms of this clause.

(16) OWNER'S RIGHT TO ENTER LEASED PROPERTY

- A. Tenant agrees to permit Owner to place a for-sale, rent, or informational sign on or near the Property.
- B. Tenant(s) agree to allow a representative of the owner or a leasing agent show the residence. Tenant(s) understand they may not interfere or confront any representative of the owner showing the residence. Tenant(s) understand owner may choose to sue tenants or retain security deposit if they are actively disrupting the future rental of the residence.
- C. Owner agrees to always try and give Tenant reasonable notice before entering the leased property if an online repair notice has not been previously submitted, however, Owner, or person chosen by Owner, has the right to inspect, show, make repairs, and do maintenance even if the Tenant is not home or been given notice.
- D. Owner, or a person chosen by the Owner, has the right to enter the leased property without notice for an emergency. If Tenant is not present, Owner agrees to tell Tenant promptly to explain the visit.
- E. Owner reserves the right to make repairs/improvements during winter and spring break.
- F. Owner has the right to make repairs/improvements in preparation for new tenants within 30 days prior to the lease expiration.

(17) SECURITY SYSTEM

- A. Tenant understands that Owner does not provide any security alarm system or other security of any kind for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Owner from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security. Tenants shall observe all existing and new rules requiring maintenance and operation of any fire alarm, motion detector and security systems in the building. Any penalties imposed by police or fire department authorities for false alarms will be paid by the tenants jointly and severally. Any purposeful false alarms will be grounds for eviction as it creates a danger for all tenants.

(18) CONDITIONS OF PREMISES

A. At Commencement of Lease

Owner guarantees that the unit will be painted and clean by reasonable "move-in ready" standards and completed upon move-in day. Tenants acknowledge that dust may have settled and/or further cleaning may be necessary to raise the cleanliness of the unit to their own personal standards. Tenant acknowledges that they have reviewed the rental unit, and they are satisfied with the cleanliness and condition of the unit at the time of the commencement of their occupancy of the premises. By occupying the premises, Tenants acknowledge that the unit is in good condition, clean and in acceptable repair. Tenants further agree that Owner has made no promises with respect to the condition of the leased premises other than those in this Lease. Tenants shall

be liable for the cleanliness and condition of the premises upon vacating the leased premises, normal usage of the property excepted.

- B. If, at the beginning of the Term, Owner is unable to deliver possession of the Premises for any reason, Owner shall not be responsible to Tenant in any manner, and this Lease shall not be affected, except that:
- I. Tenant shall not be obliged to pay Rent unless and until possession is delivered;
 - II. Owner, at its option, may relocate Tenant to another facility and under such circumstances monthly rent is still owed to Owner; or
 - III. If possession is not delivered, or Tenant is not relocated, within thirty (30) days of the Commencement Date of the Term, as specified above, then Tenant shall have the right to terminate this Lease by giving Owner written notice before Owner's delivery of possession, whereupon Owner shall refund any Security Deposit and any Rent previously paid by Tenant and for the time where the premises were not occupied.

C. At End of Lease Term:

- I. At the end of the Term, Owner or owners' representative will inspect the premises for damages. This inspection and determination of any damage to the Premises or Unit shall be final and binding on Tenant.
- II. Unless and to the extent of conditions existing at the beginning of the Term, as specified in the Landlord/Tenant checklist:
 - a) Tenant shall pay Owner cost to repair any loss of, or damage to, the Premises during the Term or existing at the end of the Term and caused by Tenant or any guest of Tenant.
 - b) Tenant shall also pay Owner the cost to repair any damage to the Common Areas or Facility caused by Tenant or any guest of Tenant.
 - c) Tenant shall clean the premises to "move in ready" standards unless otherwise specified
- III. If this lease is for less than 18 months, Tenant is responsible for cost to repaint the Unit.
- IV. Remove all trash and other debris there from inside the premises and also the outdoor portions of the premises, including any yard and sidewalks. This may require tenant to take garbage and debris to the city dump. Should garbage be placed on the curb or out front of the premises for pick up, it must be done so in accordance with this lease and in compliance with all local ordinances pertaining to time and type of garbage placement (ex. in proper containers and only the night before your garbage collection and after 7pm).
- V. Lock and fasten all doors and windows.
- VI. Remove all Tenant's property from the Premises. Any personal property remaining in the Unit at the end of the Term shall be deemed abandoned by Tenant and may be disposed of by Owner as Owner sees fit except in situation referred to in Section 9B1 of this lease. Any costs or expenses incurred by Owner to remove or dispose of personal property will be paid for by Tenant.
- VII. Light fixtures have been cleaned and bulbs replaced where needed
- VIII. All carpets must be clean and move-in ready.
- IX. Surrender the Premises to Owner by returning all keys to the Premises. Tenant shall remain responsible for the Premises until ALL keys for the Premises are so returned.

Tenants and Guarantors agree that Tenants will be responsible for payment of all damages to the property, even exceeding the security deposit.

(19) PETS NOT ALLOWED

- A. Tenant agrees not to have any pets or animals on the leased property without the permission of Owner. If Owner discovers Tenant has an animal on the leased property, without Owner's permission, Owner can:
 - I. end the lease by giving thirty days notice to leave; or
 - II. start a new lease with increases to the security deposit and rent beginning immediately; or
 - III. remove any animal found on the leased property that is not approved by Owner to an animal shelter or other such location at Tenant's expense;
- B. Tenant agrees to pay Owner for damages that the animal caused including extermination fees for fleas.
- C. Tenant agrees to remove animal, even with said written permission, due to the animal causing harm or nuisance to other occupants of the unit, building or neighborhood.

(20) CHANGES TO THE LEASED PROPERTY

- A. Tenant agrees not to change or redecorate the leased property without Owner's written permission. The following are not permitted:
- B. painting of walls a color other than the existing wall color when this lease is signed;
- C. installation of ceiling tiles, or any other object which requires the drilling of holes in the floors, doors, or ceilings.
- D. Owner-approved changes that the Tenant made to the leased property belong to the Owner, unless Owner and Tenant agreed otherwise in writing.

(21) INSURANCE

- A. Owner agrees to carry liability insurance on the building. Owner does not insure Tenant's personal property under his insurance policy.
- B. Owner strongly recommends that Tenant carry fire and liability insurance to protect Tenant, Tenant's personal property, and his/her guests.
- C. Off Campus Philly, Michael Lopsonzski, & the entity that owns the rental property are required to be listed as "additionally insured" on each tenant's general liability renter's insurance policy. Proof of insurance and of naming the required entities as additional insureds is required to be provided to Off Campus Philly Prior to move in. Any failure of tenant to obtain general liability renter's insurance with required minimum limits of at least \$500,000.00 per occurrence, and to name Off Campus Philly, Michael Lopsonzski, & the entity that owns the rental property as additional insureds, or any lapse or denial of coverage, does not reduce Tenant's liability or financial responsibility to Off Campus Philly, Michael Lopsonzski, & the entity that owns the rental property.
- D. If there is any loss of property by fire, theft, burglary, water, moisture or any other means, Tenant agrees to relieve Owner from all responsibility. Tenant agrees to pay for any loss or claims filed.

(22) OWNER NOT RESPONSIBLE FOR TENANT'S PROPERTY AND TENANT'S GUESTS' INJURY

- A. Owner is not responsible for loss, theft, or damage to property of Tenant or Tenant's guests.
- B. Owner is not responsible for any liability or injury to tenant, any invitee of tenant or other person while they are on the leased property, unless injury is the result of gross negligence by Owner.
- C. All belongings left by Tenant become Owner's property to remove or keep as abandoned property. The cost of disposal is charged to Tenant.

(23) ADDITIONAL TENANT RESPONSIBILITIES

- A. **Garbage Fines:** Tenant agrees to pay on time all garbage fines and penalties for late payment of garbage fines.
- B. **Pests:** Tenant agrees to pay for a pest control service if needed after the sixtieth (60th) day of initial move-in. In the case of new leases where some occupants from the previous lease have signed a new lease and remained with other new parties, the time period is the (30th) day from the start of the new lease. If tenants suspect bedbugs owner MUST be notified immediately. Bedbug bites will appear on arms, legs or any exposed area as you sleep. Any bed bug issues left unreported by tenants and left to spread throughout the entire building or adjacent buildings will be subject to legal action by the landlord. Tenant must notify owner or owners' representative at the very first suspicion of bed bugs.
- C. **Locks:** Tenant agrees not to change locks or put additional locks on doors without Owner's written permission. Owner may remove any locks put on by Tenant. Tenant will pay the cost of the new locks.
- D. **Light bulbs** Tenant shall be responsible for light bulb cost and replacement inside the unit from 14 days after the start of the new lease to the end of the lease.
- E. **Snow** - Any tenants living in a single family dwelling are responsible for the snow removal on their front steps and walk.

(24) OWNER'S RESPONSIBILITIES

- A. **Good Repair:** Owner agrees to keep in good repair and working order, as is reasonable under the circumstances, the leased premises along with the leased premises' electrical, plumbing, sanitary, heating, air conditioning, and all other services. Tenant will advise Owner if any of these items are not in good repair or working order. Owner is not responsible for damage caused by Tenant negligence or intentional acts.

(25) DAMAGE TO LEASED PROPERTY

- A. If a fire or other mishap damages the leased property, Tenant may continue to occupy the livable part if local codes and laws grant permission. If Tenant decides to stay, Tenant will pay rent according to the percentage of the amount of area that is livable until Owner repairs the damage.
- B. If Tenant decides not to stay or occupancy is not permitted, this lease will end immediately. Owner will collect money due by Tenant, then return security deposit, less damages caused by tenant and unpaid utilities and fines, plus rent paid in advance for the period after the fire or

mishap. Once the lease has ended, Owner is not responsible for finding replacement housing for Tenant.

- C. Tenant agrees to allow Owner or Owner's representative to enter the leased property whenever necessary to repair damage caused by fire or other mishap.
- D. Any fire or other mishap caused by Tenant or Tenant's guests is Tenant's full responsibility. This includes the payment of all rent due for the entire lease term and all other terms and conditions of this lease, including liability for all injuries and damages caused by fire and indemnifying and holding Owner harmless from any claims by third parties arising out of the fire.
- E. Tenant is responsible for damage caused by windows being left open. Tenant is responsible for any windows, screens, or doors broken or damaged by the tenant, tenant's friends, family, or guests.
- F. Tenant agrees not to hold Owner responsible for damage or injury caused by water, snow, or ice that comes on the Property.

(26) LOCK OUTS

- A. If you are locked out of your apartment, please contact a roommate FIRST. If no one is available, please contact management. If it is off hours we will attempt to send someone within 4 hours. We ask you pay \$50 cash on the spot to the person who lets you re-enter. If you do not have \$50 cash a \$75 charge will be put in your tenant portal. If we can not send someone, you will need to contact a locksmith to let you in at your expense.
- B. If Tenant decides to use a locksmith, Tenant must pay locksmith and provide Owner with a new key immediately if locks are changed.
- C. If Tenant contacts Owner to replace a lost key, the cost is \$ 25.00 per key.

(27) TENANT MAY NOT TRANSFER OR SUBLEASE

- A. A sublease is a separate lease between Tenant and another person who agrees to lease all or part of the leased property. Tenant agrees not to transfer, sublease, or allow anyone else to occupy the leased property without Owner's written permission. Any new Tenant or sublessee must first meet Owner approval before being accepted as a new Tenant.

(28) WATERBEDS

- A. Waterbeds are not allowed unless Owner agrees in writing.
- B. If allowed, Tenant must sign a Waterbed Agreement and show proof of an insurance policy naming Owner as an additional insured or beneficiary.

(29) SMOKE DETECTORS

- A. Owner has supplied smoke detector(s) in the leased property. Tenant is responsible for smoke detector operation and agrees to replace batteries "as needed".
- B. Tenant agrees to tell Owner immediately if any smoke detector(s) fails to work for any reason other than the battery.

- C. Tenant agrees not to disconnect or cover a smoke detector or allow any one else to disconnect or cover it. Tenant is responsible for any injuries, damages, or loss suffered because of someone disconnecting or covering a smoke detector for any reason.

(30) VEHICLES

- A. Tenant agrees to park cars, trucks, or motorcycles in the public parking area and not on the leased premises unless prior written approval is provided by Owner.
- B. Tenant agrees not to park or store a motor home, camper, trailer, boat, boat trailer, or other recreational vehicle without the written permission of Owner.
- C. Repainting, repairing, or servicing of any vehicle is not permitted anywhere on the property.
- D. Tenant agrees not to park car in designated owner/management company lot behind 1858 N 16th Street. All cars in this parking lot not belonging to owner, management company or designated contractors will be towed at tenants expense.

(31) TOGETHER AND INDIVIDUAL LIABILITY

- A. If more than one Tenant signs this lease, each is responsible individually or together for making full rent payments. This means that if one Tenant moves out, Owner can make all Tenants or just one Tenant, responsible to pay the full rent. It also means that Owner can sue any one Tenant or all Tenants for breaking the lease. This means that late fees are the responsibility of all Tenants or just one Tenant.

(32) TAKING BY THE GOVERNMENT

- A. The government has the right to take private land for public use. If the government takes all or part of the Property, this lease ends. Both Owner and Tenant agree to end lease as of the date of the transfer.

(33) BINDING ARBITRATION AND RESPONSIBILITIES

- A. Tenant and Owner agree to submit any dispute over Municipal/District Court maximum limits to arbitration before the American Arbitration Association. Tenant and Owner agree that venue lies in Philadelphia County, State of Pennsylvania and this arbitration clause shall survive the ending or the breach of this agreement.
- B. Tenant is limited to Owner's interest in the leased property for payment of a judgment, award of the arbitrators or other court remedy against Owner. Tenant agrees to defend, indemnify and hold harmless Owner and/or Management Company, as a result of any insurance claims or legal actions brought against Owner and/or Management Company as a result of Tenant's acts, conduct or negligence. Owner's remedies and damages under the law for claims against Tenant shall not be limited in any manner.
- C. Owner shall not be responsible or liable to Tenant for any damages (personal, bodily or to property) resulting from Acts of God or Terrorism.

(34) NO JURY TRIAL

- A. Owner and Tenant agree to give up their right to a trial by jury. This is for any civil action or any other action brought by either Owner or Tenant against the other.

(35) OWNER'S RIGHT TO MORTGAGE THE PROPERTY

- A. If Owner has a mortgage on the property, the mortgage company rights are stronger than the tenant's rights against the Owner. If Owner fails to make monthly mortgage payments, the mortgage company has the right to sell the property. This may end Tenant's lease or require Tenant to make payments to the mortgage holder and not the Owner.

(36) SALE OF PROPERTY

- A. If Owner sells the Property, Owner will transfer all security deposits and any interest due to the new Owner. Owner agrees to notify Tenant about the sale and to provide the name, address, and phone number of the new Owner and where rent is to be paid.
- B. The new Owner is responsible to Tenant for the return of the security deposit and any interest due after the sale of the property.
- C. Tenant understands that Owner will not have any more responsibilities in this lease after the property is sold to the new owner.

(37) TRUTHFUL APPLICATION

- A. If Owner learns that Tenant is not truthful on the rental application, Owner may end this lease immediately.

(38) NOTICES

- A. Owner agrees to send all legal notices to Tenant in writing by certified mail, or to deliver in person. If Tenant is not home, Owner or owner's representative will place the notice on the leased property in an easy to see location.
- B. Tenant agrees to send all legal notices to Owner in writing by certified mail, return receipt requested, and to the address listed in this lease.

(39) BASEMENT - CRAWL SPACE WATER DAMAGE

- A. Owner is not responsible for water damage, caused from any source, to personal property stored in the basement or crawl space.

(40) STORAGE AREA

- A. Owner is not responsible for items stored in areas outside the leased premises.

(41) TENANT FAILS TO MOVE IN AFTER GIVING DEPOSIT TO HOLD

- A. If leased property is ready for move-in and Tenant cancels moving in, Owner may keep all money paid by Tenant in advance. Tenant is responsible for payment of reasonable advertising costs to re-rent the leased property. Tenant must pay rent for all days the leased property remains vacant and/or not occupied at full capacity in addition to the forfeiture of all monies previously paid, including any prepaid rent and tenant's security deposit.

(42) OWNER DOES NOT GIVE UP RIGHTS

- A. If Owner fails to enforce any clauses in this lease, Owner may enforce these clauses at a later time without penalty.

(43) SURVIVAL

- A. If the courts or arbitrator find any clauses of this lease to be against the law or unenforceable, all other clauses that are legal and enforceable are not affected.

(44) TENANT BREAKS LEASE

- A. Tenant loses the protection provided in this lease if:
 - I. Tenant does not pay rent or other charges due
 - II. Tenant empties or abandons the leased property before the end of the lease without notice to the Owner and written approval from the Owner;
 - III. Tenant does not follow all the terms and conditions of this lease;
 - IV. Tenant does not leave at the end of the lease period. Tenant will pay Owner a fee of \$ 500.00 per day if Tenant does not leave the leased property at the end of the lease.
- B. If Tenant breaks this lease in any way, the security deposit and all rental payments (including pre-paid rent) are not refundable.

(45) OWNER'S RIGHTS IF TENANT BREAKS LEASE

- A. If Tenant breaks this lease agreement, Owner has the right to:
 - I. end this lease agreement;
 - II. go to court to get back (recover possession) the leased property;\
 - III. hire an attorney to start a court eviction action. Tenant agrees to pay Owner all attorney's fees and court costs;
 - IV. start eviction action without an attorney. Tenant agrees to pay Owner the sum of \$500 dollars (\$ 500) as collection costs if Owner must take Tenant to court;
 - V. go to court to recover rent and other charges due until the end of this lease even if this lease has not ended.
- B. If Owner wins in court, Owner can use the court process to take tenant's personal goods, motor vehicles, and money in banks.

(46) WHAT TENANT OWES OWNER IF TENANT BREAKS LEASE

- 1. If lease is broken by Tenant, the Tenant owes to Owner:
 - I. all rent and other charges allowed by this lease;
 - II. all legal fees, court costs, collection agency fees, sheriff's or constable's fees, moving and storing cost, and other expenses that Owner has to pay;

- III. the cost of repairing and replacing any damage to the leased property caused by the Tenant or Tenant's guests and any other costs or damages that Owner suffers as a result of Tenant breaking lease.

(47) ATTORNEY FEES

- A. **Attorney Fees.** In any lawsuit or proceeding between Owner, Manager and/or Tenants/ Guarantors, regarding the terms of the lease, any obligations under the lease, any alleged breach of the lease, or any alleged damage to the property, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney fees and costs actually incurred.

(48) NOTICE TO LEAVE THE LEASED PROPERTY (NOTICE TO QUIT)

- A. If Tenant breaks this lease, Tenant agrees to give up his right of a "Notice to Quit." This means Tenant allows Owner to go to court without giving the required notice. Tenant has the right to challenge the Owner's charges in court.

(49) SECURITY DEPOSITS

- A. If Tenant breaks this lease in any way, the security deposit is not refundable.
- B. Tenant agrees to email leasing@offcampusphilly.com a written forwarding address and return all keys before moving from the leased property. Failure to do so will allow Owner to keep Tenant's security deposit in full. **Failure to provide a forwarding mailing address within 30 days of the end of the lease will result in forfeiture of security deposit.**
- C. Within 30 days after the last day of this lease, Owner mails the security disposition and any balance owed. Owner gives Tenant a list detailing the charges subtracted from the security deposit, if any.
- D. Tenant cannot use the security deposit as payment for any month's rent including the last month's rent without court permission or Owner's written approval.

(50) RETURN OF SECURITY DEPOSIT

- A. The return of Tenant's security deposit is subject to the following conditions:
- I. Full term of lease has ended;
 - II. Owner has received a forwarding address of tenant **before** moving;
 - III. All rent paid in full;
 - IV. All keys and other items that Owner provided are returned;
 - V. No damage to the property has occurred beyond normal usage of the property;
 - VI. All personal property has been removed;
 - VII. The entire leased property has been cleaned to "move in ready" standards, including all appliances;
 - VIII. Holes in walls, scratches in woodwork, holes or damage to flooring whether carpeting, tile, or wood, have been repaired according to standard practices;

- IX. Cost of repainting premises has been assessed, and paid for;
 - X. No unpaid late charges or garbage fines are due;
 - XI. All utility bills are paid in full and written proof given to Owner;
 - XII. Light fixtures have been cleaned and bulbs replaced where needed;
- All carpets are clean and “move-in” ready.

(51) THIS LEASE IS CONTINGENT ON THE SIGNING OF A SEPARATE AGREEMENT BY AN APPROVED PARENTAL GUARDIAN.

- A. At Owner’s option, this Lease shall be null and void unless the Guarantor Joinder is executed, notarized and delivered by the parent(s) or sponsor(s) of Tenant named therein and returned to Owner within fifteen (15) days of the date of Tenant’s execution of this Lease. Tenant acknowledges that this is a Lease for an essential necessity of Tenant. Tenant agrees to be fully bound by all the terms and conditions hereof irrespective of the age or condition of Tenant and irrespective of the execution of a guaranty. The guaranty shall be an additional assurance to Owner of the performance of the covenants of this Lease and not in substitution of Tenant’s responsibilities and obligations hereunder. **THE GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE LEASE AS WELL AS SUBSEQUENT TERMS OR RENEWALS AND AS LONG AS TENANT IS LISTED ON A LEASE AT THIS ADDRESS.**
- B. Tenant will supply Owner or Agent with a copy of their state or government issued ID.
- C. Tenant acknowledges that by signing this lease thereby declares they can pay the rental rate and fees as outlined in the lease. Tenant agrees that they will not request nor receive an additional discount on rent from the Landlord, Michael Lopsonzski, due to pandemic, or lack of employment, or any other reason. Should economic issues arise, tenant agrees to seek rental relief from Philadelphia Rent Assist program.

(Remainder of this page left blank intentionally)

(52) ADDITIONAL CONDITIONS BETWEEN OWNER AND TENANT

TENANT AGREES OWNER GAVE TENANT TIME TO REVIEW THIS LEASE. IF TENANT DOES NOT UNDERSTAND THE LEASE TERMS, TENANT SHOULD SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS.

THIS LEASE WITH ANY ADDED CLAUSES OR HOUSE RULES IS THE FINAL AND COMPLETE AGREEMENT BETWEEN OWNER AND TENANT. NO OTHER ORAL OR WRITTEN AGREEMENTS ARE PART OF THIS LEASE.

DATE

OWNER:

Sign

Print

TENANTS:

1 _____
Sign and Print

2 _____
Sign and Print

3 _____
Sign and Print

4 _____
Sign and Print

5 _____
Sign and Print

6 _____
Sign and Print

7 _____
Sign and Print

8 _____
Sign and Print

9 _____
Sign and Print

10 _____
Sign and Print

LEAD DISCLOSURE AND CERTIFICATION ADDENDUM TO LEASE

Property Address: _____, Philadelphia, PA 19121

I. WILL A CHILD THAT IS SIX (6) OR UNDER RESIDE IN THE RESIDENTIAL DWELLING?

- A. ☒ No child 6 or under will reside in the residential dwelling during the lease term. In addition, Resident is not pregnant to their knowledge. Under this circumstance, no lead dust wipe test, Lead-Free or Lead-Safe certifications are required.
- B. ☐ A child 6 or under will reside in the residential dwelling or Resident is pregnant, to their knowledge. Under this circumstance, the Owner must comply with the terms of this Addendum unless one of the following applies:
1. ☐ The property was developed by and for educational institutions for exclusive use and occupancy of the institutions' students;
 2. ☐ The building's units are leased only to students enrolled at a college or university; or
 3. ☐ The property is Philadelphia Housing Authority (PHA) housing or residential property leased under HUD programs including housing vouchers (Section 8).
- C. Resident acknowledges and agrees that it is Resident's responsibility to update Owner of any change in the foregoing. Resident is responsible for notifying Owner if Resident is pregnant or if Resident has a child 6 or under residing in the residential dwelling during the original lease term and during any and all renewals.

II. LEAD WARNING STATEMENT

EVERY RESIDENT OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH RESIDENTIAL DWELLING MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT AND/OR LEAD DUST THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIOR PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE OWNER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE RESIDENT THE PRESENCE OR ABSENCE OF ANY LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS.

IN RESIDENTIAL HOUSING CONSTRUCTED PRIOR TO 1978, A COMPREHENSIVE LEAD INSPECTION OR A RISK ASSESSMENT FOR POSSIBLE LEAD-BASED PAINT AND/

OR LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO LEASE. EVERY RESIDENT OF ANY INTEREST IN RESIDENTIAL PROPERTY IS NOTIFIED THAT ANY RESIDENTIAL DWELLING, REGARDLESS OF CONSTRUCTION DATE, MAY HAVE A LEAD WATER SERVICE LINE OR LEAD PLUMBING COMPONENTS. REGARDLESS OF THE CONSTRUCTION DATE, THE OWNER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE RESIDENT THE KNOWN EXISTENCE OF A LEAD WATER SERVICE LINE. YOU ARE ADVISED TO READ THE PAMPHLET CONTAINING INFORMATION ON LEAD WATER SERVICE LINES AND LEAD PLUMBING COMPONENTS PROVIDED AT THE TIME OF ENTERING INTO THE LEASE.

NOTE: RESIDENT IS ADVISED TO PERFORM A VISUAL INSPECTION OF ALL PAINTED SURFACES PERIODICALLY DURING THE TERM OF THE LEASE AND MAY INFORM THE OWNER OF ANY CRACKED, FLAKING, CHIPPING, PEELING OR OTHERWISE DETERIORATING PAINT SURFACES.

III. DATE PROPERTY BUILT

- A. ___ Residential Property was built March 1978 or thereafter. Under this circumstance, the provisions of this addendum relating to lead from lead based paint or dust DO NOT apply. The Resident still retains the option to test for lead. The Owner still must disclose the existence of any known lead service line.
- B. ___ Residential Property was built prior to March 1978. The owner of any "Targeted Housing," as defined below, built prior to March 1978, is required to perform a comprehensive lead inspection conducted by a certified lead inspector or other qualified professional and provide either a certificate of lead-safe or lead-free status.

"Targeted housing" is defined as residential property built before March 1978, but excluding:

1. Residential property developed by and for educational institutions for exclusive use and occupancy of the institutions' students;
2. Building's whose units are leased only to students enrolled at a college or university;
3. Philadelphia Housing Authority (PHA) housing and residential property leased under the HUD programs including housing vouchers (section 8); or
4. Residential dwellings in which children aged six or under do not and will not reside during the lease term.

If the residential property was built before March 1978 and none of the above exclusions apply, the Owner has given the Resident the following, upon entering into the lease agreement:

Lead Information Pamphlet – Protect Your Family from Lead in Your Home
Resident Advisory Document on lead
Partners for Good Housing Pamphlet
The Notices contained within this Addendum
Certification of Lead-Safe or Lead-Free status from a qualified professional
Disclosure of the existence of any known lead service line

IV. ALL RESIDENTS HAVE THE OPTION TO TEST FOR LEAD

Resident has the option to have a comprehensive lead inspection and risk assessment from a certified lead inspector performed at their cost. If the Resident chooses to have a lead inspection or risk assessment, it must be done within 10 days of the date the Resident signs this form. The Resident and the Owner can agree in writing to a different period of time. In the case of residential housing constructed prior to 1978, should the inspection reveal lead-based paint or lead-based paint hazards on the premises; or in the case of any residential housing, should the inspection reveal a lead service line or lead plumbing components, the Resident may terminate the lease within two business days of the receipt of the inspection report, with all moneys paid on account to be refunded to the Resident. Failure of the Resident to obtain such inspection within the permitted ten days and/or failure to terminate the lease upon a finding of lead-based paint or lead-based paint hazards or a lead service line or lead plumbing components within the two-day period will constitute a waiver of the right to conduct an independent inspection and the lease will remain in full force and effect.

Upon renewal of an existing lease, any Resident shall have the right to proceed with an inspection or risk assessment as provided above except that such renewing Resident shall not be required to terminate the lease within two (2) days of performance of a comprehensive lead inspection or a risk assessment, but shall be afforded a ten (10) day period to notify Owner in writing of Resident's intention to terminate the lease, with actual termination and vacation of the premises to occur at a time not to exceed ninety (90) days after receipt of the comprehensive lead inspection or risk assessment, during which period all lease obligations shall remain in full force and effect.

V. OWNER ACKNOWLEDGEMENT

Owner has provided the Resident the required information they have about lead-based paint or lead-based paint hazards as well as the existence of any known lead service line in the residential dwelling.

VI. RESIDENT ACKNOWLEDGMENT

Resident has read and received a copy of this Addendum and all relevant documents.

Resident has read the above LEAD WARNING STATEMENT.

Resident understands they have the option to conduct their own lead inspection or risk assessment.

If the property was built after March 1978, Resident acknowledges that this addendum relating to lead based paint or dust does not apply.

VII. AGENT'S ACKNOWLEDGMENT

Agent, if any, has informed the Owner and Resident of the Owner's obligations under 42 U.S.C. § 4852d and Philadelphia Ordinance 6-800 et seq. and is aware of their responsibility to ensure compliance with those laws.

VIII. TRANSFERABILITY

In the event the property is sold during the lease term, the Lead-Safe or Lead-Free Certificates transfer to the new owners of the property.

IX. RESOURCES

The Philadelphia Department of Health has posted a list of "Certified/Licensed Lead Professionals" at www.philagov/health/leadlaw. This list is not an endorsement or recommendation and the Philadelphia Department of Health makes no claims as to the individual's credentials or abilities.

X. CERTIFICATION OF ACCURACY

In accordance with 42 U.S.C. § 4852d and § 6-806 of the Philadelphia Health Code, the following parties have reviewed the information above and acknowledge, to the best of their knowledge, that the information contained is true and accurate and they have received all required disclosures, pamphlets and documents as set forth herein.

PHILADELPHIA BED BUG ADDENDUM

1. The history of bed bugs in your unit during the previous 120 days is as follows:
(*check one*)

a. ☒ There has been no history of bed bug infestation

b. ☐ There was a bed bug infestation as follows (*describe the history of the bed bug infestation and the remediation that was done for the dwelling unit*):

2. Resident acknowledges having received the informational notice regarding bed bugs prepared by the City of Philadelphia, a copy of which is attached hereto.
3. Owner has developed, maintained and is following a bed bug control plan as required by City of Philadelphia ordinance Section 9-4500 et seq.