

# Prime Property Group

## Residential Lease Agreement

**This is a residential lease. It is a legally binding contract between the landlord and each tenant. Each tenant should read this lease carefully.**

This residential lease is a joint and several lease. This means that all of the tenants as a group and each of the tenants as an individual are responsible to the landlord for all of the agreements of this lease including but not limited to the care and condition of the premises and any damages thereto. Landlord can sue all of the tenants (jointly) or landlord can bring a suit against any one tenant separately (severally) for all of the unpaid rent and for any damages to the property or for any other charges due under the terms of this lease agreement.

### 1.) Names of Landlord and Tenant

#### Landlord:

Prime Property Group  
P.O. Box 1057  
State College, PA 16804  
814-238-6656

#### Tenants:

Jen Smith, Jill Jones and Jane Doe jointly and severally.

### 2.) Leased Premises

The leased premises are the place that the Landlord agrees to lease to the Tenant. The leased premises are:  
**123 S. Main St., Apt. 1, State College, PA 16801**

### 3.) Starting and Ending Dates of Lease Agreement

This lease starts on: **August 25, 2012 at 12:00 Noon.**  
This lease ends on: **August 10, 2013 at 12:00 Noon.**

### 4.) Rent

The amount of rent is: \$7,800.00 for the lease term.  
The amount of rent is: \$650.00 each month.

- Tenant agrees to pay the monthly rent with one check for all Tenants on or before the first day of each month.
- Landlord does not have to ask (Make Demand Upon) Tenant to pay the rent.
- Tenant agrees to pay rent by first class mail postage prepaid or in person to the Landlord at the place specified by Landlord.
- Tenant agrees to pay a Late Charge of **\$5.00** per day if Tenant does not pay the rent on time.
- If Tenant mails the rent to Landlord, the date of payment will be the date the letter is postmarked.

First partial month's rent:	August 25, 2012	to	August 31, 2012	\$325.00
Last partial month's rent:	August 1, 2013	to	August 10, 2013	\$325.00
<b><u>Total rent due on:</u></b>	<b><u>August 1, 2012</u></b>			<b><u>\$650.00</u></b>

**Tenant(s) to initial above each own name:**

Jen Smith, Jill Jones and Jane Doe

#### 5.) Security Deposit

- Tenant agrees to pay a security deposit of **\$650.00**
- Tenant agrees to pay the security deposit to Landlord before the lease starts and before Landlord gives possession of the leased premises to Tenant.
- Landlord can take money from the security deposit to pay for any damages caused by Tenant, Tenant's family and Tenant's guests.
- Landlord may take the security deposit to pay for any unpaid rent.
- After taking out for damages and unpaid rent, Landlord agrees to send to Tenant any security deposit money left over.
- Landlord will send the remaining security deposit money to Tenant no later than 30 days after the lease ends and Tenant leaves.
- Landlord also agrees to send to Tenant a written list of damages and amounts of money taken from the security deposit.
- Tenant agrees to give Landlord a written forwarding address when Tenant leaves and the lease ends.
- Tenant may not use the security deposit as payment of the last month's rent, or any month's rent.

#### 6.) Landlord's Duty at the Start of the Lease

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

#### 7.) Damage to Leased Premises

- Tenant agrees to notify Landlord immediately if the leased premises are damaged by fire or any other cause.
- Tenant agrees to notify Landlord if there is any condition in the leased premises that could damage the leased premises or harm the Tenants or others.
- If Tenant cannot live in the whole leased premises because it is damaged or destroyed, Tenant may:
  1. Live in the undamaged part of the leased premises and pay less rent until the leased premises are repaired.
  2. End the lease and leave the leased premises
- Tenant agrees that if the leased premises is damaged or destroyed and Tenant ends the lease, Landlord has no further responsibility to Tenant.

#### 8.) Insurance

- Landlord agrees to have insurance on the building where the leased premises is located.
- Tenant's own property is **not insured** by Landlord's insurance.
- Tenant is responsible for Tenant's own property that is located in the leased premises.

#### 9.) Assignments or Subleases By Tenant

- Assignment (or assign) is the legal term for a transfer of the lease from the Tenant to another person. This other person then becomes the landlord's new Tenant and takes over the lease.
- Tenant agrees not to transfer (assign) this lease to anyone else without written consent of the landlord.
- A sublease is a separate lease between the tenant and another person who leases all or a part of the leased premises from the tenant.
- Tenant agrees not to lease (sublease) all or any part of the leased premises to anyone else without written consent of the landlord.
- Tenant agrees that if the tenant transfers this lease (assigns) or leases all or a part of the leased premises to another (sublease), the Tenant has violated this lease.
- The subleasing charge is **\$50** per sublet and will be charged to the original Tenant.

**Tenant(s) to initial above own name:**

Jen Smith, Jill Jones and Jane Doe

**10.) Responsibility for Damage to Property or Injury to People**

- Landlord is responsible for all damage to property or injury to people caused by Landlord or landlord's representatives, intentional or negligent acts at the leased premises.
- Tenant is responsible for all damage to the leased premises and injury to people caused by Tenant, Tenant's family or guests.
- Tenant agrees that Landlord is not responsible to Tenant, Tenant's family or guests for damage or injury caused by water, snow or ice that comes on the leased premises unless Landlord was negligent.

**11.) Use of Leased Premises**

- Tenant agrees to use the leased premises only as a residence.
- Tenant agrees to obey all federal, state and local laws when using the leased premises.
- Tenant agrees not to store any flammable, hazardous or toxic chemicals or substances in or around the leased premises.
- Tenant agrees not to do any activities in or around the leased premises which could harm anyone or damage any property.
- Tenant agrees that Tenant will not allow more than **2 (two)** people to occupy the leased premises without the written permission of the landlord.

**12.) Rules and Regulations**

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

**13.) Landlord's Right to Mortgage the Leased Premises (Subordination)**

- Subordinate and subordination are legal terms that mean that this lease does not have any effect upon the rights of the Landlord's mortgage company. In other words, Tenant's rights under this lease are subordinate to the Landlord's mortgage company.
- If Landlord does not make the mortgage payments, the mortgage company may have the right to end the Landlord's ownership of the leased premises.
- If the mortgage company sells the leased premises at a mortgage foreclosure sale, the lease may end.
- Tenant agrees that Landlord has the right to mortgage the leased premises.
- If Landlord has a mortgage on the leased premises now or if Landlord gets a mortgage in the future, Tenant agrees that this lease is subordinate to the Landlord's mortgage.

**14.) Care of Leased Premises**

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

**15.) Landlord's Right to Enter Leased Premises**

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

**Tenant(s) to initial above own name:**

Jen Smith, Jill Jones and Jane Doe

**16.) Utility Services and Facilities**

Landlord and Tenant agree to pay for the charges for utilities and services supplied to the leased premises as follows:

<u>Charge or Service</u>	<u>Paid By</u>
Cable TV/internet	Tenant
Electric to Premises	Tenant
Snow Removal	Landlord
Phone	Tenant
Window Blinds/Curtains	Tenant
Water/Sewer	Landlord
Natural Gas	Landlord
Trash/Dumpster	Landlord
Lawn Care/ Leaf Removal	Landlord
Heating Oil	N/A

It is understood that it is the Tenant's own responsibility to acquire the tools, equipment or any related material for fulfilling the Tenant's own obligations. Any bill, ordinance violation fine (e.g. failure to remove snow in a timely manner) or related charges arising from one of the above obligations should solely be the responsibility of the obligated party as above specified. The Landlord has the right to temporarily turn off any utility or other service to the leased premises in order to make repairs or do maintenance.

**Parking: There are no parking spaces or garage included in the rent.**

**17.) Furnishings Provided By Landlord Include**

(1) Range                      (1) Refrigerator

**18.) Governmental Power of Eminent Domain**

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

**19.) When Tenant Breaks Any Agreements in the Lease**

- When Tenant does not do something that Tenant has agreed to do, the Tenant breaks this lease.
- If Tenant breaks this lease, Tenant may lose Tenant's Security Deposit
- If Tenant breaks this lease, Landlord also can sue Tenant for other expenses and may go to court to remove Tenant from leased property.

**Tenant Breaks This Lease If Tenant:**

- Does not pay rent or other charges to the Landlord on time
- Leaves the leased property for good without the Landlord's permission before the end of the lease.
- Does not leave the leased property at the end of the lease.
- Does not do all of the things that the Tenant agreed to do in this lease.

This is a **Joint and Several** lease. It means that all of the Tenants as a group and each of the Tenants as an individual are responsible to the Landlord for all of the agreements of this lease. For example, if the rent is not paid, the Landlord can sue **all of the Tenant's (Jointly)** for any unpaid rent. Or, Landlord can bring suit against any **one** Tenant separately (**Severally**) for all of the unpaid rent.

If Tenant breaks this lease, each Tenant agrees to give up the right to have a Notice to Leave, also known as a **Notice to Quit**. This means that the Landlord may file a lawsuit in court asking for a court order evicting each Tenant from the leased property without giving each Tenant **Notice to Quit** first. Landlord does not have the right to throw Tenant out of the leased property. The Landlord can only evict Tenant by court action.

The Landlord does not have the right to sue in court for eviction unless a Tenant has broken the agreements in this lease. Even though each Tenant is giving up **Notice to Quit**, each Tenant will have a chance in court to have a judge decide on the Landlord's claim for eviction.

**Tenants to initial above own name:**

Jen Smith, Jill Jones and Jane Doe

**If Tenant Breaks This Lease The Landlord May Sue Each Tenant in Court:**

- To collect overdue rent, late charges and money damages caused by Tenant's breaking the agreements in the lease.
- To get the leased property back.
- To collect for unpaid rent until the end of the lease or until another person moves into the leased property as a new Tenant.

If Landlord wins a lawsuit against Tenant, Landlord can use the court process to take Tenant's personal goods, furniture, motor vehicles, and money in banks. Tenant agrees that Landlord may receive reasonable attorney's fees as part of a court ruling in a lawsuit against Tenant for breaking the agreements of this lease.

**20.) Other Agreements Between Landlord and Tenant**

Tenant and Landlord Agree that the following additional agreements are part of this lease agreement:

- State College Borough Point System for Nuisance Properties
- Rules and Regulations
- Check-Out Procedures
- Parental Guaranty

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## State College Borough Point System for Nuisance Properties

Please be advised that State College Borough has amended their Property Maintenance Code to **“Identify and resolve neighborhood nuisance problems arising from repeated violations of laws and ordinances.”** The system in place uses a point system to track violations. Each violation carries a different point total, determined by the severity of the violation. When a property reaches a total of 5 points in a 12 month period, the Borough takes action against the landlord and requests that the landlord take action against the tenants. When the point total reaches 10 points in a 12 month period, **the Borough automatically revokes the rental permit on the property and the premises must be vacated for a period of 6 months.** The Landlord will assess a fine to the tenant of **\$100 for each point violation** received against the property that is the fault of the tenant. If the tenant continues to accumulate points against the property and puts the Landlord's rental permit in jeopardy, legal action will be taken against all tenants of the property to reimburse the Landlord for any lost rental income and any and all fees associated with the violation. The Landlord takes this ordinance very seriously, you should as well. Below is a list of the violations and the points associated with them.

### **1 point violations:**

Trash in the yard or on the porch (It is your responsibility to keep the trash picked up, even if it isn't yours). Open burning. Indoor furniture outdoors. Cigarette butts discarded in the yard or on the porch (It is your responsibility to keep the butts picked up, even if they aren't yours). Recycling bins overflowing. Dog waste in the yard (fyi- no pets are allowed)

### **2 point violations:**

Disorderly conduct including noise and loud music. Drugs. Simple assault. Harassment. Disabling smoke detectors. Over occupancy. Open lewdness. Indecent exposure – includes public urination

### **3 point violations:**

Furnishing alcohol to a minor. Aggravated assault. Statutory sexual assault. Involuntary deviate sexual intercourse. Sexual assault. Rape. Aggravated indecent assault. Possession with intent to deliver controlled substances or look alike substances.

This list is provided to you as an information source and a guideline on how you should live in your new home. It is not an attempt to prevent you from having fun and enjoying yourself. If you have a porch at your residence, please remember that use of the porch and the surrounding grounds is a privilege. Please be sure to keep all exterior areas clear of any party remains. This is the most commonly levied point violation and is very easy to prevent. If it is getting late into the evening, please bring your party indoors. Be aware that all homes in State College are not rented to students. The house that you live in is designated a “Student Home” by the State College Zoning Office and your neighbors may or may not be students. Please make an effort to be considerate of your neighbors; especially those who are not students. A kind gesture or offer to help will go a long way in keeping goodwill between you, your neighbors and the State College Borough employees. This is only a summary of the point system. Persons interested in the entire ordinance that has the permit suspension information can find a link to it on our website at [www.psuhouses.com](http://www.psuhouses.com) Thank you for your cooperation.

We, the undersigned have read and agree to comply with the conditions listed above.

\_\_\_\_\_  
Jen Smith

\_\_\_\_\_  
Jill Jones

\_\_\_\_\_  
Jane Doe

\_\_\_\_\_  
123 S. Main St. Apt. 1, State College, PA  
Address

\_\_\_\_\_  
Date

## Rules and Regulations

The following Rules and Regulations are part of the Lease Agreement between Landlord and Tenant. As set out in Section 12 of the Lease Agreement, violation or breach of any of the Rules and Regulations is a breach of the terms and conditions of the Lease Agreement and the non-breaching party shall be entitled to exercise any or all of the remedies provided in the Lease Agreement.

**Rule 1.** The rent must be paid to the Landlord with **ONE** check or money order. If separate checks are sent, they will be returned to the Tenant and late fees shall be assessed.

**Rule 2.** It is agreed by Tenant and Landlord that the total rent amount over the lease term is divided into equal monthly payments although some months have fewer days than others. Tenant shall pay the first partial month's rent and the last partial month's rent by the first of the month prior to the commencement date, regardless of the actual commencement date of the lease. No keys will be issued to the Tenant until the first rent payment has been received.

**Rule 3.** Rent is due on the **1<sup>st</sup> of the month**. If the first of the month falls on a Sunday or holiday then the due date will be extended to the following business day. If the rent is not paid by the 5<sup>th</sup> of each month, a late charge of \$5.00 per day retroactive to the first of the month will be assessed. If there is any unpaid balance on Tenant account, it will be deducted from Tenant's most recent rental payment and any deficient amount in the rent will be considered late with the fee accruing to the 1<sup>st</sup> day of the month. Tenant understands that the premises is committed and leased to Tenant for the whole lease term and agrees to pay the full rent regardless when Tenant possess or returns the keys for the premises.

**Rule 4.** If Tenant shall occupy the leased premises prior to the beginning of the term, such occupancy shall be subject to the terms of this lease. Rent shall be paid for the same period from the date of such occupancy to the beginning of said term. If Tenant occupies the premises beyond the ending date of the lease agreement, a **\$200 per day** fee will be levied against Tenant for each day or part of day beyond the ending date.

**Rule 5.** The security deposit shall be retained by the Landlord and administered in accordance with all applicable statutory requirements as security for Tenant's faithful performance of all lease terms, covenants and conditions. On the second (2<sup>nd</sup>) anniversary, the deposit, if it exceeds \$100, will be deposited in an interest bearing account. One percent (1%) of the interest will be retained by the Landlord for bookkeeping. The balance of the interest will be paid to the Tenant, as required by Pennsylvania Law. The check will be made payable to all persons signing this lease and mailed to a forwarding address which must be furnished by Tenant in writing.

**Rule 6.** A **\$50.00 service fee** will be charged on all checks returned due to Non-sufficient funds or for any other reason. Returned checks **will not be re-deposited, unless done automatically by the bank**. Tenant must cover the returned check with cash, money order or certified check. Late charges will continue to accrue, retroactive to the 1<sup>st</sup> of the month until the rent is paid in full.

**Rule 7.** All maintenance or utility charges of Tenant must be paid or notice of any disputed charges must be delivered to Landlord prior to Landlord specified due date (usually within 10 days of the statement date). Any late payments will result in a charge to the Tenant of \$5.00 per day from the due date.

**Rule 8. The subleasing fee is \$50** per sublet agreement and is charged to the original Tenant. Before subletter moves in, Tenant must obtain the Landlord's permission, fill out the subleasing form and pay the subleasing fee. Landlord does not have a legal relationship with the subletter. Tenant needs to pay the rent directly to the Landlord and still needs to fulfill the obligations required on the lease during the lease term whether Tenant resides in the leased premises or not. Tenant must review the lease with the subletter. Charges incurred by the subletter are the Tenant's responsibility.

**Rule 9.** All furniture shall remain in the unit at all times and shall not be moved outdoors at any time. Inside furniture on a porch or balcony is a major fire hazard and is forbidden by local code. All inside furniture found outside will be immediately removed at the expense of the Tenant. Tenant shall not alter any part of the leased premises, equipment or fixtures, physically or cosmetically, by any means, such as painting, removing doors, storm windows, screens, or fixtures from their original location. Any alterations shall be considered a violation of this rule, and Landlord reserves the right to restore the premises to its original condition at Tenant's expense plus **\$50.00** per item violation fee charged to Tenant

**Rule 10.** Your unit may be equipped with sprinkler heads. Regulations do not enable multiple shut-off valves on the system. If one of the heads is activated, 15 gallons of water per minute will flow from the sprinkler. Please be extremely careful with heating devices or open flames in the area of the sprinkler heads. If the sprinkler system goes off due to tampering with the system, the Tenants will be held responsible for all damage. Landlord or the Fire Department must be called immediately to shut off the system. Tampering with a fire alarm apparatus is in violation of the criminal statutes. Violation of this law may result in a fine and imprisonment.

### **Tenants to initial above own name:**

Jen Smith, Jill Jones and Jane Doe

**Rule 11.** If Tenant is unable to pay the full rent, Landlord has the right, but is not obligated, to put an additional person into the leased premises to compensate for the deficient amount. Tenant agrees to vacate a bedroom for him/her and Landlord will not be held responsible for any of his/her behaviors or acts. This agreement can be extended and applied to additional persons added to the leased premises until the deficient rent is paid in full.

**Rule 12.** Tenant shall be responsible for testing all fire warning devices such as smoke detectors and fire alarms within the Leased premises monthly and shall notify the Landlord if any device is not functional. Tenant is responsible for replacing batteries as needed. Tenant shall not disable, or permit to be disabled, any fire warning device or discharge any fire extinguisher except in case of a fire. Tenant is responsible for the malfunction of smoke detectors whether as a result of weak, defective, or inoperable batteries or otherwise. Tenant shall also be responsible for care and maintenance of fire extinguisher. All fire extinguishers will be charged by Landlord and must remain charged during tenancy and upon vacating by Tenant. If the fire extinguisher is discharged, Tenant must notify Landlord to recharge it. The cost of recharging or the replacement of the extinguisher will be billed to all Tenants of the unit. All fires must be reported to Landlord. Should Landlord find a disarmed or damaged smoke detector or discharged fire extinguisher, Landlord will notify the Centre Region Code Enforcement Officer and Tenant shall be assessed the sum of not less than **\$150.00**.

**Rule 13.** Tenant agrees to only use the light bulbs not exceeding the maximum wattage allowed by the fixture for fire safety, and not to use touchier floor lamp with halogen light bulb in the premises.

**Rule 14.** Tenant is financially responsible for fires and damages caused by the negligence of Tenant or his/her guests. Tenant shall become familiar with and observe all posted security regulations and all posted fire escape or evacuation routes and all fire exits. Questions concerning security and fire procedures should be directed to Landlord without delay. Tenant understands that faulty wiring is one of the major fire hazards and Tenant agrees not to use any reconnected wires, aged wires or conductors for any electric device.

**Rule 15. NO ANIMALS OF ANY KIND SHALL BE CARRIED OR KEPT IN OR ABOUT THE LEASED PREMISES.** If Tenant keeps or permits to be kept any said animal or pet on the premises, the said Tenant agrees to pay to Landlord the sum of **\$25.00** for each day or part of day that each animal remains on the premises plus pet-associated treatment costs no matter who is the owner of the animal. The Tenant further agrees that Landlord shall have the sole and exclusive right to determine if the premises need to be exterminated upon finding an animal of any kind on the premises.

**Rule 16.** If the premises are not cleaned when Tenant takes possession, Tenant shall call Landlord within 48 hours of the move-in date for call-back cleaning service. Landlord will not reimburse Tenant for cleaning if it is done by Tenant, while Tenant shall still be responsible for leaving the apartment cleaned on vacating the premises.

**Rule 17.** Tenant is responsible for providing appropriate non flammable containers for trash and shall keep the premises in good state of preservation and cleanliness. No articles shall be hung from the windows or placed upon the windowsills or balconies or common areas. Trash cans and recycle bins have to be kept indoors, on the porch or in hidden areas, and must be taken out to the curbside no earlier than the night before the refuse pickup day and taken back no later than the night of the pickup day. All recyclable glass, metal, paper or plastic contains, such as bottles, cans, cups, plates and boxes, must be sorted and placed in recycle bins. Refuse shall be placed in garbage cans or in the dumpsters. Cigarette butts must be placed in a non-combustible container or ashtray. Please break boxes down before discarding or recycling.

**Rule 18.** Landlord has the right to treat and correct any cleaning, refuse, recycling or littering item violation said above at a cost to Tenant of \$30.00 per hour (with a \$15.00 minimum charge) plus material costs at any time and at Landlord's sole discretion. Notwithstanding Landlord's action, Tenant is solely responsible for keeping the premises clean and free from littering and animal feces left by anybody except Landlord and Landlord's associates, whether or not he/she is Tenant, and responsible for any violation fine issued by the local authority related to littering, animal feces or improper refuse and recycled matter disposal.

**Rule 19.** Tenant shall not add, remove, alter, or change any locks. There shall be a **\$100.00** charge to Tenant for each occurrence. **Absolutely no hasp** shall be installed on any door under any circumstances as **it is forbidden by local code ordinance**. Tenant shall be charged **\$100.00** for each such violation. Landlord can install a deadbolt lock upon Tenant's request for a fee of \$50 plus the actual cost of parts and labor to install. The lock installation request can be given to Landlord any month other than July - September.

**Rule 20.** A minimum **\$100.00** per lock (cost of mailbox lock or special locks may vary significantly) will be charged if not all keys are returned or mailed out to the Landlord by the Lease termination date. The same charge shall be applied to the loss of any key, which shall necessitate the change of any lock. If Tenant experiences troubles with keys, Tenant should report to Landlord immediately. Otherwise, replacement of a broken key is **\$20.00** to Tenant.

**Rule 21.** A lockout fee of **\$50.00** will be charged between 9am to 5pm on business days and **\$75.00** after hours.

**Tenants to initial above own name:**

Jen Smith, Jill Jones and Jane Doe

**Rule 22.** No air conditioners or other window devices, window treatments, awnings, draperies, or umbrellas, hot tubs, wading pools, or swimming pools, waterbeds, interior and exterior wiring, radio or television reception devices such as antennas or satellite dishes, privately owned washers, dryers, dishwashers, refrigerators, or freezers shall be installed or used on Leased Premises or in the common areas around the Leased Premises without Landlord's prior consent in writing. Running wires and cables of any kind through windows and doors is forbidden in the premises. Any violation will be charged **\$50.00** fee per item plus cost of usage and the cost of recovery back to the original condition.

**Rule 23.** All the incandescent light bulbs, including appliance bulbs and track bulbs, florescent starters, and fuses are adequately supplied by Landlord before Tenant moves in. They shall be furnished by Tenant with parts of the same type, wattage, and color if they are burned out after the Tenant moves in. The light bulbs in the porches, balconies, entrances, hallways or common areas shared by other units in the same building are Landlord's property for safety purposes. They shall not be removed, replaced, or changed to different types or colors by Tenant. Tenant shall call Landlord for replacement when necessary. In many apartment units, mini fluorescent light bulbs have been used. Tenant agrees not to remove any such bulbs or replace them with incandescent bulbs or a different type of bulbs. Tenant will be charged **\$25.00** plus labor and material for each violation or occurrence of this rule.

**Rule 24.** Tenant agrees to keep all doors, windows and storm windows closed firmly and tightly during the heating season, except for short periods of time for ventilation during the day, and no wire of any kind is allowed to run through windows or doors to the exterior. Otherwise, extra heating costs may be charged to Tenant, and Tenant shall be responsible for all excessive heating costs, insufficient heat, and consequential damages.

**Rule 25.** Tenant will maintain a minimum temperature of 60 degrees F in all heated rooms of the dwelling (but not higher than 75 degree F for best comfort and energy saving.) Tenant is prohibited from using any device not supplied by Landlord which produces heat by consuming electricity or any flammable substance. Also, upon leaving the premises for any extended period of time, Tenant shall provide for daily inspection of the premises during cold periods. This inspection shall include checking on the heating system to insure that proper heat levels are being maintained. Any damage caused by freezing pipes shall be the responsibility of Tenant if the minimum temperature is not maintained. **(KEROSENE BURNERS OF ANY TYPE OR AUXILIARY HEATERS ARE PROHIBITED.)**

**Rule 26.** Landlord will treat termite, carpenter ant infestation or rats that cause hazards to the building or the safety of human beings. If roaches are found within two weeks after Tenant moves in, Landlord will be responsible for the treatment. Any roach found two weeks after Tenant moves in, Tenant is responsible for the treatment cost. Landlord may, at Landlord's sole discretion, treat or not treat such harmless pests as spiders, ants, earwigs, millipedes, birds, or any other animals which are not known to cause human safety hazards. In case a pest treatment is scheduled, Tenant agrees to give the entry right to pest control vendors and to follow all provided instructions in preparing the unit for the treatment, or a **\$25.00** fee plus damages thus caused will be charged to Tenant.

**Rule 27.** Landlord shall not be liable for loss or damage to Tenant's personal belongings due to or resulting from infestation or the droppings of insects, silver fish, pests or any kind of creatures or any kind of animals. Tenant shall be solely responsible for Tenant's own personal belongings and shall protect these belongings from being damaged by any influences of elements, adverse environments, water or streams that may leak into or flow from any part of said premises through any defects in the roof, plumbing, or from any other sources.

**Rule 28.** The garbage disposal, toilet and drains shall not be used for any other use than that for which they are constructed. **Do Not** throw any food, sanitary napkins, tampons, rags, paper products, hair, dirt, grease, paint, plastic, glass or metal objects or improper articles into the same. Any damage resulting from misuse thereof shall be borne by the Tenant. The following are examples of what will be charged to Tenant: **a)** Garbage disposals jammed because of improper use. **b)** Broken windows, screens, or doors. **c)** Toilets clogged beyond 48 hours after Tenant's move-in. **d)** Damages caused by toilet overflow. **e)** Broken or damaged items which did not occur as a result of normal wear and tear.

**Rule 29.** Tenant acknowledges that the leased premises may be located within a building which contains common area shared with other rental units. If damage shall occur within the common areas through no fault or neglect of Landlord, and as a result of vandalism, Landlord shall have the right to make a special assessment to Tenant as additional rent, or to apply an amount of up to **\$250.00** of the Tenant's security deposit for damages that may occur outside the leased premises but within the common areas of the property where the leased premises are located. If Tenant knows the party who does the vandalism, Tenant must confront with and request a written admittance for being responsible from this party, or report to the police.

**Rule 30.** Tenant shall be responsible for all actions of himself/herself and his/her invitees and guests. Tenant individually shall not, nor shall Tenant permit any person on the premises, to willfully, wantonly, negligently, frivolously, or dementedly destroy, deface, damage, impair, or remove any part of the structure or the facilities, equipment or pertinences thereto, or located in the common areas. Landlord reserves the right to repair any Tenant-responsible damage at Tenant's cost.

**Tenants to initial above own name:**

Jen Smith, Jill Jones and Jane Doe

**Rule 31.** Areas around a dart board should be covered with a wood board so that expensive dart hole repairs can be avoided. No adhesives, hooks, nails, sticky tape, or screws may be used on any surfaces of the leased premises except for small diameter nails of no greater than 1/16 inch diameter. Tenant shall not install shelving, wallpaper, paint, or alter in any way the features of the leased premises. Fees for spackling and painting excessive nail holes may be charged to the Tenant.

**Rule 32.** Tenant and visitors of Tenant agree not to obstruct sidewalks, corridors, passages, stairways, or any other such areas in or around the Leased Premises with goods, carriages, bikes, etc. Tenant or invitees shall not play, congregate, or leave children unattended in any common area. Tenant or invitees shall not ride bicycles anywhere within the building.

**Rule 33.** Tenant shall refrain from making noises that could disturb any neighbor from 11pm to 8am.

**Rule 34.** The use of charcoal grills or tiki torches is not permitted in the Leased Premises or on any balcony, patio or other common area of the property. A fine of **\$100.00** will be charged if they are found and they will be immediately removed by the Landlord. Open fire is not permitted in the State College area. Violators will be responsible for any fine from the city authority.

**Rule 35.** Tenant is required to obey a local code stipulation that no tapestry or combustible sheet be hung on the ceiling.

**Rule 36.** Tenant shall not climb on to the roof of the building of the Leased Premises or enter any area clearly designated as being closed to Tenant and others such as mechanical rooms. Violations are subject to a **\$100.00** fine.

**Rule 37.** Parking on Landlord's premises whether included in this lease or not, is by permit only. At no time are motor vehicles of any type allowed on the grass, porches, or sidewalks at any property. Any cars violating these rules will be towed at car owner's expense. A fine of **\$200.00** will be assessed if motorcycles or mopeds are found in an apartment.

**Rule 38.** Tenant agrees to accept, as binding, any notice which, in the judgment of the Landlord, may be necessary for the safety, care and/or cleanliness of the leased premises or building of which the leased premises is a part for the preservation of good order therein, and such notice when communicated in writing to Tenant shall form part of this lease.

**Rule 39.** Notice shall be given to Landlord if the premises are to be unoccupied for longer than five (5) consecutive days unless it is due to scheduled school holidays. Landlord reserves the right to enter the premises without further notice between 8 am to 10 pm on Labor Day weekend, Thanksgiving week, the whole Winter Break, the whole Spring Break, and July 4 for inspection, maintenance, repair or construction work.

**Rule 40.** Tenant agrees that Landlord can make repairs or restore the premises to its original state, of any scale, regardless of who is responsible, at any period after notifying tenant by any means, such as phone, mail, email.

**Rule 41.** Tenant agrees to only allow the persons on the lease or otherwise approved by Landlord to dwell in the unit. Any violation of exceeding the occupancy limit set by the local administration is subject to fines and legal charges. Tenant agrees to pay all the fees and fines associated with such violation.

**Rule 42.** Tenant, guests, or invitees are **NOT** permitted to drink alcoholic beverages, smoke and engage in social gatherings in the common areas shared by other units, such as porches, stairways, hallways, lobby area, elevators, and the laundry area of all buildings. Kegs are **NOT** permitted in or around the lease premises, or a **\$100.00** violation fee per occurrence will be charged to Tenant.

**Rule 43.** If any Tenant owed money shall be collected through a collection agency, Tenant agrees to pay all the fees of the collection agency and the doubled amount of the owed money to the Landlord.

**Rule 44.** Tenant understands that Landlord does not hold office hours during weekends and national holidays. Landlord will respond for a) floods, fire, explosions, sewer backups or no heat situations, or b) the weekend of the lease starting date or termination date. Tenant agrees to use email for non-emergency requests or inquiries.

**Rule 45.** Tenant agrees to be fully responsible for reading and understanding the lease.

**TENANT SHALL BE RESPONSIBLE FOR ALL DAMAGE OR INJURY RESULTING FROM ANY VIOLATION OF THESE RULES AND REGULATIONS.**

**Tenants to initial above own name:**

Jen Smith, Jill Jones and Jane Doe

## CHECK-OUT PROCEDURE

This Check-out Procedure will be sent to Tenant by either mail or email to any one of the Tenant members approximately three weeks before the lease termination date. Tenant agrees to follow the instructions therein in order to have a smooth move-out process.

**C1.** Notify Landlord in advance of your exact moving date. Provide a forwarding address in writing for the contact person in your group. Landlord will only send one check with all Tenants' names, unless all Tenants write an authorization for Landlord to pay the check only to one person. Return all keys (including mailbox keys) to the Landlord when you vacate the premises or leave the keys in the rental unit. A **\$100.00** charge per lock (cost of mailbox lock or special locks may vary significantly) will be levied if all keys are not returned to the Landlord by the lease ending date.

**C2.** All floors must be cleaned free of spots. Hardwood or tile floors must be cleaned and waxed. Windows must be washed on the inside. If Tenant fails to clean the apartment, Landlord will hire a local professional to do the work and charge Tenant the professional's fee plus an administrative fee of 15 % or \$15 minimum. Carpeting will be professionally steam-cleaned through a contractor approved by Landlord, and the cost will be deducted from the security deposit.

**C3.** All furniture must be clean (vacuumed, dusted and polished), all draperies must be dry-cleaned and blinds must be cleaned, if the furniture, draperies, and blinds are provided by Landlord. The receipt for dry-cleaning must be submitted to Landlord. All light fixtures, light switches, doors, and radiators must be cleaned. Smoke detectors and fire extinguishers must be in working condition. All light bulbs must be burning and all globes cleaned.

**C4.** Kitchen appliances, cupboards, and counter must be cleaned. Stove, microwave, refrigerator, freezer, dishwasher, windows, and exhaust fan must be thoroughly cleaned. **DO NOT turn off refrigerator**. Simply turn to warmest setting after defrosting and cleaning. Remove all personal effects, food and trash. Exterior of the Leased Premises must be clean and free of debris and lawn must be mowed and/or sidewalks free of snow and ice, if this applies to your lease.

**C5.** If the leased premises is heated with oil or propane, and Tenant pays for heat and heating fuel. The oil tank shall be filled at the beginning of the lease term by Landlord. Tenant shall be responsible for filling the tank at the end of the Lease term.

**C6.** All wood work and trim around windows, doors and floors must be washed thoroughly. Bathtub or shower, sink, toilet, medicine chest, and ventilation fan must be clean. Do not patch up nail holes yourselves without Landlord's permission. Charges may be incurred by failing to obtain Landlord's permission. Dirt and other marks on walls that were painted at move-in are not considered normal wear and tear, therefore Tenant will be charged for painting.

**C7.** Tenant will be charged an account handling fee of \$50.00 per account if: **a)** Tenant fails to notify the Telephone Company and TV cable company about the date of disconnecting service; **b)** Tenant fails to have final meter read on electricity, and/or gas, if applicable, at the lease termination or fails to inform the utility companies about your forwarding address; **c)** Tenant fails to pay all applicable utility charges up to the final day of the lease agreement; **d)** Tenant closes utility account(s) before the lease ending date. For any utility bill that Tenant is responsible for must remain under Tenant's name until the exact lease expiration date. At no times during the lease should any utilities be disconnected.

**C8.** Before Tenant moves in, all rental units are professionally cleaned with a call-back service. The cleaning people will come back for any unclean areas found by Tenant within 48 hours after move-in. It is expected that the rental unit will be cleaned to the professional standards when Tenant moves out. **In case the move-out cleaning does not meet the professional standards, Landlord reserves the right to hire professionals to re-clean the premises at Tenant's cost.**

**C9.** Charges will be made against your security deposit if the above procedures are not followed. Also, all damages beyond normal wear and tear will be deducted from your security deposit. A fifteen percent (15%) administrative charge will be made on all security deposit deductions.

**C10.** If properties belonging to other people, businesses, organizations, or the municipality, such as street signs, are found in the premises, Tenant will be charged the cost for returning these properties to the owner(s).

**Tenants to initial above own name:**

Jen Smith, Jill Jones and Jane Doe



## Summary of Fees and Charges

Tenant charges may not be limited to the following items. Tenant should review the entire lease for all Tenant charge items.

<u>Description</u>	<u>Fees and Charges</u>
1.) Late Fee for Rent Payment	\$5.00 per day retroactive to due date
2.) Late Fee for any Tenant Charge	\$5.00 per day retroactive to due date
3.) Bounced Check	\$50.00 per check
4.) Subleasing Fee	\$50.00 per sublease agreement
5.) Damage or Vandalism in Common Areas	\$250.00 per occurrence
6.) Overstay Beyond Lease Ending Date	\$200.00 per day
7.) Pet Fine	\$25.00 per day
8.) Pet Treatment Fee	Varies case by case: Actual cost plus admin fee
9.) Add, Remove, or Alter Any Item Without Permission	\$50.00 per occurrence
10.) Install Hasp Locks on Doors	\$100.00
11.) Landlord Delivery of Entrance Keys at Check-In	\$25.00
12.) Lost Keys/Keys not returned at end of lease	\$100.00 per lock
13.) Tampering With Fire Alarm Apparatus	Up to \$2500 and criminal charges
14.) Failure to Keep Smoke Detector Operable	Not less than \$150 as mandated by Borough Code
15.) Excessive Nail Holes in Wall Larger Than 1/16 Inch	Actual cost plus admin fee
16.) Remove or Unscrew Bulbs on Porches or Common Areas	\$25.00 plus labor and materials per occurrence
17.) Entry Into Unauthorized Area or Roof	\$100.00
18.) Motor Vehicle Found Inside Apartment or House	\$200.00 per vehicle
19.) Grills, Barbecue or Tiki Torches Found in or Around Premises	\$100.00
20.) Failure to Give Right of Entry to Maintenance	\$35.00
21.) Lockout Fee	\$50.00 during business hours / \$75 otherwise
22.) Replacement of Keys Due to Loss	\$50.00 per lock
23.) Kegs found in Common Areas	\$100.00 per keg
24.) Garbage Disposal Jammed	Actual cost plus administration fee
25.) Broken Windows, Screens and Doors	Actual cost plus administration fee
26.) Toilets/Sinks Clogged	Actual cost plus administration fee
27.) Anything Broken or Damaged Not Due to Normal Wear	Actual cost plus administration fee
28.) Trash Left around the Premises	Labor cost of \$35.00 per hour
29.) Fine from State College Borough	Actual cost of fine plus \$25.00 admin fee
30.) Nuisance Property Points Assessed	\$100 per point
31.) Separate Rent Payment	\$10 per separate payment
32.) Failure to set up utility accounts in tenant's name	\$10 per invoice billed to Prime Property Group

Tenants to initial above own name:

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