



***Lions Gate Apartments***

Joe Smith

Move In Date: August 16<sup>th</sup>, 2014  
Beginning Date of Lease: August 1<sup>st</sup>, 2014  
Unit Type: 3 Bedrooms  
Term of Lease: 12 Months

EXAMPLE

## APARTMENT LEASE AGREEMENT

- 1. DATE:** This legally enforceable lease is entered into between you (the Resident) and us (the Landlord) as of December 1<sup>st</sup>, 2014.
- 2. LANDLORD:** The Landlord (also referred to as “we,” “our” and “us”) is **Lions Gate I, LP**, A Pennsylvania Limited Partnership. The term Landlord also includes any of the Landlord’s successors’ in interest or assigns in the event the ownership of the Apartment is transferred for any reason.
- 3. RESIDENT:** The term Resident or Residents (also referred to as “you” and “your”) includes all of the following people or entities and all those legally allowed to reside in the apartment: Joe Smith.
- 4. GUARANTOR:** The term Guarantor or Guarantors includes all of the following people or entities that guarantee the payment of the rent and all obligations of Lessee, both monetary and non-monetary, and performance of all of the covenants thereof by the Resident: Jane Smith
- 5. AUTHORIZED RESIDENTS:** In addition to the Residents listed in this lease, the only persons allowed to reside and live in the Apartment are: N.A.
- 6. RENTAL PROPERTY (APARTMENT):** The requested Apartment Type is 3 bedroom(s).

The Landlord agrees to rent to the Resident(s) a rental space of a Bedroom inside of an Apartment (referred to as the “Apartment”). This Apartment is not assigned at the time of execution of this Lease. An Apartment Assignment Addendum that lists the Apartment number will be attached to this lease prior to the move in date. You expressly understand and agree that our failure to assign a rental space at the time the execution of this Lease will not relieve you of your responsibilities under this Lease. You agree that this Lease will remain effective so long as we are able, on or before the Move In date, to assign a rental space to you. We have the right to assign a roommate to any unoccupied bedroom in the Apartment before or during the Lease Term without notice. While we will not act arbitrarily, we have the right to relocate you from one Bedroom in the Apartment to another or even to another Apartment in the same or another Apartment Community.

If this Lease is signed by you, listing only the Apartment type and not an Apartment or Bedroom, we may at a time deemed appropriate by us, assign you an

Apartment or Bedroom, as the case may be. To the extent practical in our sole judgment, we will try to honor requests for specific a specific Apartment or Bedroom. However, if we cannot accommodate your request this does not release you from your obligations under this Lease. You understand that your Rent may be increased or decreased from the Rent listed. You understand that if this Lease is signed by you listing only the Apartment Type and not an Apartment or Bedroom that the Lease is subject to availability. We cannot guarantee the availability of the Apartment Type you have leased.

### 7. TERM OF THE LEASE:

(A) Term of Lease: **12 Months**

(B) Move In Date: August 31<sup>st</sup>, 2014

Both Landlord and Resident recognize that the Resident will take possession of the apartment on the date indicated as the Move In Date. Both parties agree that the provisions of the lease will be in full force and effect as of the possession date and that the rent and any other charges will be prorated on a per diem basis.

(C) Beginning Date of Lease: August 1<sup>st</sup>, 2014

(D) Ending Date of Lease: July 31<sup>st</sup>, 2014

- 8. AMOUNT OF RENT:** The total amount due for the lease term above is \$7,308.00, which is broken down into 12 installments. All installments are due on the first of every month, unless otherwise noted in the lease agreement or addendums.
- 9. TERMINATION OF LEASE:** The Lease will automatically terminate at the expiration of the Lease term unless the Landlord and Resident both agree by written addendum within 180 days of the Lease expiration to renew the Lease for another Lease term. All terms and conditions of the Lease remain in full force and effect for each renewal period.

Resident \_\_\_\_\_

- 10. SECURITY DEPOSIT:** You must deposit with us a security deposit of \$150.00 which will be secured by an appropriate bond as provided by law or held at Wells Fargo Bank. You are not allowed to use the security deposit to pay any rent during the lease term. After you vacate, we may use the security deposit to cover any unpaid rent due as well as damages, except for normal wear and tear, done to the Apartment.

RESIDENT \_\_\_\_\_ AGENT \_\_\_\_\_

As provided in the Pennsylvania Landlord and Tenant Act, if a Resident has paid a security deposit to the Landlord:

- (A) The deposit may not be more than two (2) month's rent for the first year. After five (5) years, the deposit may not be increased even if the rent is increased;
- (B) When you move out of the Property, you shall give all keys and a written notice of your new address to us. We, within thirty (30) days of the expiration of the lease, shall provide you with a written list of amounts deducted from the security deposit for damages and unpaid rent and shall return the remainder of the security deposit.
- (C) After the completion of two years of residency, you are entitled to any interest earned on the security deposit less a 1% administrative fee. Interest may be paid to you in the form of a rent credit after your third (3<sup>rd</sup>) year of residency begins.

**11. DATE RENT IS DUE:** Rent is due in advance, without demand, on or before the agreed due date(s) selected with the Payment Plan option you chose. **All rent and other payments must be made via the Landlord provided Resident online portal.** In the event that the portal is unavailable, all payments must be in the form of a check and be mailed to: P.O. Box 609, Southeastern, PA 19399. Rental payments will not be accepted at the on-site office.

**12. ADDITIONAL RENT:** All additional charges, costs and fees set forth throughout this Lease, are considered to be additional rent. Upon the non-payment of additional rent, we have the same rights to proceed against you for collection or eviction as if you defaulted on the monthly rent.

**13. LATE CHARGES AND BAD CHECKS:** All monthly rent and other charges are due on or before the date agreed upon. Any payment that is received after the agreed due date is late, will be considered delinquent and may be reported as delinquent to the credit bureaus.

If the rent plus any other charges is not received by us by 5:00 pm on the fifth (5<sup>th</sup>) day after the agreed due date, you must pay a Late Charge of 10% of your past due balance. The fact that you are not charged a late charge until 5:00 pm on the 5<sup>th</sup> day late does not relieve you of your obligation to pay the rent and other charges by the agreed due date.

If you present us with a payment that is not honored by the bank for any reason (bounces), you must

immediately make good the bad payment and pay us an additional charge of \$50.00 in addition to Late Charges if applicable. Replacement payments for bad payments must be made using a certified check or money order.

**14. EMPLOYMENT INFORMATION:** You shall provide us with correct employment information including the name of your employer, address of employer, and telephone number of employer. Supplying incorrect or incomplete employment information is a breach of this lease.

You shall inform us immediately and in writing of any change in employment throughout the term of this Lease or any renewal term. Failure to notify us of any change in employment will be considered a default of this Lease, subjecting you to all remedies available to us.

**15. CONTACT INFORMATION:** You shall provide us with your correct contact information including all phone numbers as well as an Email address.

You shall inform us immediately and in writing of any change of contact information throughout the term of this Lease or any renewal term. Failure to notify us of any change of contact information will be considered a default of this Lease, subjecting you to all remedies available to us.

**16. USE:** You will use the Apartment only as a residence and not for any business purposes. You have the sole (if Bedroom is Private) or shared (if Bedroom is shared) use of the Bedroom in the Apartment and the shared use, and therefore responsibility, of all appliances and furniture within the Common Areas of the Apartment, including the mailbox.

Together with the other Residents of the Apartment, you have the right to use the Common Areas in the Apartment and the Apartment Community. For the purposes of this Lease, "Common Areas" are defined as those areas within the Apartment to which Resident(s) have access to without going into another Bedroom; and those areas within the Apartment Community to which all Residents have general access.

**17. RELOCATION OF ASSIGNED BEDROOM:** We have the right to relocate you from one Bedroom in the Apartment to another Bedroom in the same Apartment or to another Bedroom in another Apartment within the Apartment Community by giving you five (5) days written notice.

**18. UTILITIES AND OTHER CHARGES:** Utilities and services will be supplied as indicated in the Services addendum attached. If any utility is separately metered and payable to us or the Utility Company, you are directly responsible for the payment, which will be considered additional rent due each month. In the event any utility, after this Lease is signed, becomes separately metered, you will be responsible to pay the service and usage charges directly to us or the Utility Company at the time of conversion.

During the entire Lease term and any renewal terms, you are required to make sure that all utilities are connected. If for any reason, including non-payment, any utility is disconnected, it will be considered a material breach of this lease. Utilities are to be used solely for normal and customary residential purposes and are not to be over-used or wasted. Should you vacate your apartment prematurely, you will still be responsible for maintaining the utilities in the apartment.

We have the absolute right at any time to modify or change any utility, wire, cable, monitoring device or equipment. We also have the absolute right to turn off any utility in an emergency to make changes or repairs. We will not be liable to you for any interruption in utility service, no matter what caused the interruption. We shall also have the sole right, if applicable, to change forms of cable and Internet service available to you.

**19. CONDITION OF PROPERTY:** You understand that the Apartment is being rented in its present condition and no other verbal or written representations have been made unless hereto attached. Neither the Landlord nor anyone representing the Landlord has made any promises as to the condition of the property. All warranties are waived, to the extent allowed by law. It is assumed that when you take possession of the Apartment, you have inspected the Apartment, or waived your right to do so, and agree that the Apartment is in good and satisfactory condition and you agree to accept the Apartment "as is."

Upon taking possession of the Apartment, all interior light fixtures for your Apartment shall have working light bulbs. Thereafter, you are obligated to replace all light bulbs, as necessary, with light bulbs that are of the same type and wattage. It is important not to replace any light bulb with a light bulb that is of a higher wattage as this may cause a fire.

**20. DELAY IN POSSESSION:** If we are unable to give you possession of the Apartment within seven (7) days after the move in date listed on this Lease for any

reason not caused by you, you shall have the choice of (1) ending this lease and recovering prepaid rent and/or security deposit (without charge or interest) and any other money already paid, or (2) delaying the beginning of the Lease term until we are able to give possession. No rent will be due until possession is available. We shall not be liable for damages for failure to deliver possession.

**21. SMOKE AND OTHER SAFETY DETECTORS:** If smoke detectors or any other safety related detection devices installed prior to, or during, the Lease term in the Apartment, you must test these detectors each month and pay for and replace all batteries that are low and dead. If necessary, we have the right at any time, but not the obligation, to replace low, dead or missing batteries and to charge you therefore. You must notify us immediately if any smoke detector or other safety detector is found to be not working for any reason. Under no circumstances are you to remove any battery without replacing it or disable or damage the detectors. If you do, you will be liable to us for any costs, expenses, damages, fines and attorney's fees we incur as a result of this default of the Lease.

You acknowledge:

- i. That you fully understand how to test the smoke detectors and other safety detectors;
- ii. That you agree to test monthly or more frequently, as recommended by the manufacturer, all smoke detectors or other safety detectors located in your apartment.

**22. FIRE OR CASUALTY:** If a fire or casualty destroys the Apartment so that the Apartment is not reasonably habitable, you may:

- (A) Immediately move out and within twenty-four (24) hours, or before the end of the next business day, notify us that the Lease or renewal term is terminated, in which case this Lease or renewal term shall end as of the date you vacated the Apartment; or
- (B) If permitted by law or government regulation, continue to occupy the usable part of the Apartment, in which case, your responsibility for rent shall continue. If continued occupancy is not permitted by any law or government regulation, the Lease or renewal term shall end immediately.
- (C) If the Lease or renewal term is ended, the security deposit plus any rent paid in advance for the prior after the fire or casualty shall be returned to you, as required by law or regulation.
- (D) You shall be fully responsible for keeping all terms of this Lease, including the payment of rent, if the Apartment is damaged or destroyed by fire

or other casualty caused by you, your guests, business invitees, agents or employees, or others on the Property on your behalf or at your request.

We shall not be held liable for any damage, compensation, or claim by reason of the necessity of repairing any portion of the Apartment, the interruption in the use of the Apartment, any inconvenience or annoyance arising as a result of such repairs or interruption, or the termination of this Lease or renewal term by reason of damage to or destruction of the Apartment.

**23. SALE OF THE PROPERTY:** Should we sell the Apartment, we shall within five days before or after settlement, provide you with written notice specifying:

- i. The name of the new Landlord;
- ii. Telephone number of the new Landlord and/or Agent, if any;
- iii. Where rent is to be paid;
- iv. That the security deposit, if any, has been assigned and transferred to the new Landlord who shall be responsible for it.

We shall require the buyer of the Apartment, as a condition of sale, to assume all written obligations of the Landlord, under this agreement. At that time, we will no longer be responsible in any way to you.

**24. PETS:** You cannot keep any pets in the Apartment, or in the building of which it is a part or on the grounds or any other common areas, unless a Pet Addendum is executed. If we discover a violation of this section, legal action will be instituted immediately. You further agree to be responsible for and to reimburse us any costs, fees, or damages (including rental losses) that we incur as a result of this breach. Additionally, feeding of stray or wild animals, including birds, is strictly forbidden.

**25. NOTICES:** We are allowed to give required Notices to you by sending the Notice via Email to the Email address you provided us with, by leaving the Notice at the Apartment or by Regular United States Mail.

You **MUST PUT IN WRITING** all required Notices to us and they must be sent by certified mail, overnight delivery, or Email (with confirming reply or electronic receipt acknowledgement) to our previously authorized Email address.

**26. APPLICATION OF PAYMENTS:** All payments received are applied first to the oldest balances on your account. We have the absolutely right to determine where to apply any payment received by you

regardless of any notation you make on the payment or by notice to us. Any notations by you on your check or otherwise indicating that a payment is payment in full or a partial or complete settlement of your debt to us will not be enforceable and we will be able to accept and process the payment without prejudice. We will only be bound by written agreements that are signed by us.

**27. YOUR RESPONSIBILITIES:**

(A) **RULES AND REGULATIONS:** You, and all persons in your Apartment or in the Apartment Community with your permission, shall abide by the rules set forth on the Addendum, referred to as "Rules and Regulations."

(B) **PAYMENTS:** You agree to pay the rent and additional rent when due, on time and without demand.

(C) **SUB-LEASING:** You are strictly forbidden from transferring this lease or sub-leasing the Apartment.

(D) **NO ILLEGAL ACTIVITY:** You and your guests agree not to conduct any illegal activity in the Apartment or throughout the Apartment Community.

(E) **LOSS OR DAMAGE TO LANDLORD:** You agree to pay any loss or damage caused to us by you or your guests.

**28. LANDLORD'S RESPONSIBILITIES:** To keep the Apartment and common areas in a reasonable and habitable condition and as required by law or government regulation;

To keep the roof, floors, steps, porches, walls, ceilings, and all structural components of the Apartment and Apartment community in habitable condition;

To keep all electrical, plumbing, sanitary, draining, heating, water heating, air conditioning, ventilating, and all other facilities, appliances, and services supplied or required to be supplied by the Landlord in a habitable condition;

To supply heat (if stated in the Lease), as required by regulation, unless the failure to provide heat is due to circumstances beyond our control;

To be responsible to you for any losses resulting from our intentional or willful breach of this lease or negligence in the performance of responsibilities explicitly identified in this lease subject to you providing reasonable notice to us of such breach and reasonable time to cure such default.

**29. DEFAULT:** If you or any of your guests violates any of the terms or conditions of this Lease or Federal, State or Local Law as it relates to your occupancy of the Apartment, you will be in default. Upon default, we will be allowed to proceed with all of our remedies provided for by this Lease and the law, including eviction.

We may take any remedies, including legal action for charges or rent that might be due in the future, whether or not the lease has been ended and you have moved out of the Apartment.

Some examples of your default are, but are not limited to:

- A. Not paying rent, utilities, late charges, damages, court costs, legal fees or other charges owed by you on or before their due date;
- B. Violating any of the terms and conditions of this Lease or attached Addendums;
- C. Not complying with all obligations imposed upon you by applicable regulations, ordinances, statutes and provisions of the building and housing codes affecting your Apartment;
- D. Deliberately or negligently destroying, defacing, damaging, impairing or removing any part of the Apartment or appurtenances;
- E. Providing false or misleading information on your rental application, this Lease, or any other form or document provided by you to us;
- F. Abandonment of the Apartment;
- G. Permitting any person in your Apartment or in the Apartment Community your permission to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure, Apartment, facilities, equipment, or appurtenances thereto;
- H. Falsifying information to any utility company or governmental agency;
- I. Your participation in any criminal activity in your Apartment or on any portion of the Apartment Community.

**30. REMEDIES:**

- (A) **MONEY OWED UPON DEFAULT:** If you are in default, you will owe:
- 1. All delinquent rent, late charges, utility costs, unpaid damage charges and all other delinquent charges and costs;
  - 2. All legal fees, attorney fees, court costs, collection agency fees, sheriff's or constable's fees, moving and storage costs and other expenses we incur in collecting the money you owe;

- 3. The cost of repairing or replacing any damage to the Apartment and Apartment Community for which you are responsible;
- 4. Interest on all unpaid amounts at the rate of 12% per year, compounded annually; and
- 5. \$100.00 as additional rent in consideration for our additional administrative overhead if your breach causes us to file a claim in the District Justice Court. This does not include attorney or court fees.

(B) **MONEY OWED UPON EVICTION, EARLY MOVE-OUT OR ABANDONMENT:** If you are evicted, move out early, or abandon the Apartment, you will also owe:

- 1. The total monthly rent for the balance of the Lease term, less any amounts actually received by a replacement Resident. If a replacement Resident is secured, you will owe a re-rental fee equal to:
  - a. If you terminate your lease within the first six months of the current Lease term, the fee will be equal to two months of rent; or
  - b. If you terminate your lease seven or more months into the current Lease term, this fee will be equal to one month of rent.
- 2. All rental discounts previously credited to you.

(C) **EVICTION:** Upon your default, we will have the right to immediately start an eviction action against you. At that time, you agree to be responsible for and to pay all of our costs incurred, including but not limited to, legal fees and court costs.

**WAIVER OF NOTICE:** IF WE START A COURT ACTION TO RECOVER POSSESSION AGAINST YOU FOR THE NON-PAYMENT OF RENT OR ANY OTHER REASON, YOU SPECIFICALLY WAIVE THE RIGHT TO RECEIVE NOTICE AND THE NOTICE PERIOD CONTAINED IN SECTION 501 OF THE PENNSYLVANIA LANDLORD AND TENANT ACT OF 1951, AS AMENDED, 68 P.S. 250.101 ET. SEQ., OR ANY OTHER UAL OR STATUTORY RIGHT TO NOTICE PRIOR TO OUR STARTING A COURT ACTION FOR POSSESSION. THEREFORE, YOU AGREE THAT IF YOU ARE IN DEFAULT OF THE LEASE, WE MAY START AN EVICTION IMMEDIATELY WITHOUT GIVING YOU ANY PRIOR NOTICE.

**NOTE:** If you are evicted, abandon the Apartment, or your right to possess and occupy the Apartment is terminated, you are still responsible under this

Lease or any renewal term for all rent and other charges due for the entire Lease term and all other obligations under this Lease.

(D) **NON-PAYMENT PRIOR TO MOVING IN:** If you don't pay any costs or charges required to be paid prior to moving in, we may immediately end your right to possession of the Apartment. You will still be liable under the terms of this Lease for all of our damages including, but not limited to, lost rent, and any additional charges we incur. You agree that any money previously paid by you for rent, security deposit, application fee, costs or expenses will be applied by us to what you owe.

(E) **PARTIAL PAYMENT:** The acceptance by us of a partial rent or other payment, even after start an eviction action, does not prevent us from starting or continuing an eviction action if you are still in default. Our acceptance of any money paid does not constitute a waiver of any of our rights to proceed with eviction, collection of money owed, or otherwise to enforce the terms of this Lease.

(F) **HOLDOVER:** If you or your guests do not vacate the Apartment after the Lease or a renewal term has been terminated, you will be considered a Holdover Resident. As a Holdover Resident, you have not entered into a month-to-month Lease or any other Lease agreement with us. As a Holdover Resident, you will be responsible for:

1. Monthly rent, at the Holdover amount, which is the monthly rental amount in effect during the month immediately preceding the Holdover month, plus a daily fee of \$100 per day;
2. All other costs and charges that are set forth by the Lease; and
3. All additional costs and expenses we incur due to your holding over, including but not limited to, all lost rent from any prospective new Resident and all consequential damages.

(G) **LEGAL FEES AND COSTS:** Unless provided by statute or agreement of the parties, our laws provide that one party is not required to pay for the other party's legal fees. Under this Lease, if you are in default, we may incur various legal fees and court costs. Because these fees and costs are a direct result of your default, **you are agreeing that you should be and will be responsible to pay for any and all of our legal and attorney fees and costs upon your default of the Lease.** By shifting the costs of legal fees to our Residents that are in default, we are able to keep our costs of

doing business lower and pass those savings on to you in the form of lower rent. If the law is changed or a court of appropriate jurisdiction determines that we are not entitled to charge you or any other Resident for our legal fees or costs, we reserve the right to increase your rent accordingly.

(H) **LANDLORD'S MITIGATION:** If for any reason you move out early or your right to possession or use of the Apartment is terminated, we will attempt to re-rent your Apartment to reduce the amount that you owe us. You agree, however, that we do not have a legal obligation to do this and we will not be responsible or accountable to you for the attempts we make or the success we have in re-renting the Apartment. You have signed a Lease which obligates you for the rent and other charges for the entire Lease term or renewal term.

(I) **ABANDONED PROPERTY:** If we have obtained a judgment for possession against you and you are evicted from the Apartment or after you have surrendered or abandoned the Apartment, you are required at that time to immediately remove all of your personal property from the Apartment. For purposes herein, you will be considered to have abandoned the Apartment if:

1. Your rent is more than 1 month delinquent, and either: (a) mail is accumulating at the Apartment for more than one week; or (b) your mail is being forwarded; or
2. The Lease has been terminated and expired and the rent or Holdover rent is more than one month delinquent.

In accordance with section 505.1(b) of the Pennsylvania Landlord and Tenant Act, upon your relinquishment of possession and the acceptance of possession of the real property by us, you shall have ten days to contact us regarding your intent to remove any personal property remaining on the premises. If the intent is conveyed to us, the personal property shall be retained by us at a site of our choosing for thirty days. If no communication is made to us within ten days, the property may be disposed of at the end of the ten days, at our discretion.

Notice: You shall be required to pay all costs related to the removal or storage of property retrieved by you after ten days. If notice is given to us and the property is not removed by you within thirty days, it may be disposed of at our discretion.

If you vacate at the end of a Lease term after the Lease or renewal term has been terminated, any remaining property in the apartment will not be stored and will be discarded.

- (J) **ADDITIONAL REMEDIES:** Once you default, we have the right to exercise any and all remedies set forth in this lease or as provided by statute or common law, including all laws relating to breach of. If we exercise any right or remedy we may have against you under this Lease or the law, it does not prevent us from exercising that right again or any other right or remedy we may have against you.

### 31. AUTHORIZED EARLY TERMINATION:

- (A) **MILITARY PERSONNEL:** The resident may terminate the tenancy if he or she is a member of the U.S. Armed Forces or reserves on active duty, or is a member of the National Guard serving on full-time duty or as a civil service technician with a National Guard Unit; *and* the Resident receives orders for permanent change-of-station, receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, is relieved or released from active duty, or has received orders for mandatory housing assignment to government-supplied quarters resulting in forfeiture of basic allowance for housing.

The Resident shall give the Landlord written notice and the Lease and tenancy will terminate 30 days after the next time rent is due following the receipt of the notice. The Resident shall furnish the Landlord a copy of his or her orders. A resident's receipt of permission for base housing is not a valid reason to terminate the Lease or tenancy under this provision.

- (B) **DEATH:** This Lease is binding on your estate including your heirs and executors. If a Resident shall die during a Lease term, the following shall apply:
1. If the Apartment is leased by more than one Resident, the surviving Resident or Residents shall be responsible for all obligations under the Lease.
  2. If a sole Resident dies, if there is an estate, the Resident's heirs, executors, and assigns are responsible for all conditions and obligations of this Lease. If there is no estate established within sixty (60) days after the sole Resident's

death, we will consider all of the Resident's personal property abandoned and will have the right to dispose of or trash all personal property left in the Apartment. During the sixty (60) day period, we will have the right to remove and store the personal property. During that time, we will not be held liable for any loss, damage or theft to the personal property and the Resident's estate shall be liable for all of our costs in removing and storing the property.

- (C) **OTHER REASONS NOT ALLOWED:** Unless otherwise provided by law, you cannot terminate your Lease early for any reason, including but not limited to: job loss, job transfer, school transfer or withdrawal, divorce, one or more other Residents moving out, or health related problems of yourself or others.

32. **NO GUARANTEE OF SAFETY:** We cannot and do not guarantee your safety. You understand that we have no obligation to provide any type of security measures, including but not limited to: personnel, walls, gates, fences, lighting, special locks or criminal background checks. You further understand and agree that all of the security measures and devices we do supply are done as an accommodation only, can be discontinued at any time, and you will not treat them as an express or implied warranty or guarantee of security against crime happening or of a reduced risk of crime. Additionally, you agree that no one has made any oral or other representations to you that you are relying upon concerning the safety or security of the Apartment or area.

It is up to you and your guests to exercise appropriate due care and precaution for your safety and security. This includes proper use of all door and window locks, smoke and carbon dioxide detectors, fire extinguishers, and all other security and safety devices, which you agree to.

If any safety device is broken, missing or malfunctions, you must notify us immediately so we can remedy the situation. You expressly understand and agree that we are not in any way liable or responsible to you or your guests for any foreseen or unforeseen injury, damage or loss caused by third persons, including criminal acts of third persons. If a crime is committed, you suspect criminal activity, or there is a type of emergency, you should call 911 immediately. You should then contact us and complete a written report. The authorities should also be provided with a written report with a copy thereof supplied to us.



Nothing mentioned, either orally or in writing, should be interpreted as us forcing you to live in our building. If you feel it is dangerous or unhealthy to either you or others, you should not hesitate to move out. However, this does not relieve you of any responsibility under the Lease. You should realize that we have every right to pursue any legal remedy we deem appropriate.

- 33. ASSIGNMENT:** This lease shall be binding upon, and shall pass to the benefit of the respective heirs, executors, administrators, successors and assignees of the parties.
- 34. SUBORDINATION:** Except as provided by law after foreclosure, this Lease is subject and subordinate to the lien of any mortgage now on or hereafter placed on the Apartment or on the premises of which the Apartment is a part.
- 35. INSURANCE AND RELEASE:** You understand and agree that we do not maintain any insurance for you or your personal belongings and that we are not responsible to pay for or cover any losses to you or your guest's personal property or personal injury. This includes, but is not limited to, any loss or injury to you or your guests from: water, rain, snow, ice, hail, lightning, wind, hurricane, fire, tornado, terrorism, explosions, earthquakes, flooding, theft, vandalism, smoke or negligence of others.

To protect yourself against these potential losses, you must obtain your own insurance. We will not be responsible for your failure to purchase this insurance. You further agree to release, indemnify and hold us harmless, as well as our employees, agents and the management company, from any and all liability, costs and expenses incurred as a result of your failure to obtain insurance and our having to defend or be responsible for any losses as set forth herein.

Notwithstanding the above, **you are required to obtain and maintain adequate renter's insurance with a minimum of \$100,000 personal liability coverage per incident.** to protect you, your guest(s), and us from losses sustained on or within our property or your Apartment. You must list us as an Interested Party on your insurance policy.

If you are unfamiliar with these various types of insurance, you should consult an insurance agent or expert who can explain them to you and the costs thereof prior to signing this Lease.

If there is an injury or damage to you or your guests or any personal items in the Apartment or Apartment Community, you hereby release us from all liability,

and agree to pay any loss or claim in the form of additional rent to us unless such injury or damage is caused by or results from our carelessness or negligence.

- 36. PASS THROUGH:** In the event that the real estate tax, water rate, sewer rate, municipality fee or the cost of fuel oil, natural gas, electric or insurance increases in excess of the rate at the date this Lease term became effective, you agree to pay your proportionate share of said increase as additional rent.

If the usage of utilities provided by us for your benefit exceeds one and a half (1.5) times the average usage within the apartment community, we have the right to assess you for the cost to us of the excess amount of utility consumption. Such assessment shall be deemed additional rent.

- 37. RIGHT TO ENTER:** You consent and agree to permit us to have free access to your Apartment to:
- Make repairs, decorations, improvements or alterations;
  - Respond to your requests;
  - Perform pest control;
  - Enforce the terms of this Lease;
  - Perform routine maintenance;
  - Inspect the Apartment; and
  - Show to prospective Residents, purchasers, or other business associates.

We may not abuse the right of access or use it to harass you. Except in the case of an emergency, we will attempt to give you at least one day's notice of our intent to enter your Apartment and will do so at a reasonable time. In the case of an emergency, we reserve the right to enter the apartment without notice. In an emergency, we can enter your Apartment at any time, breaking windows, doors or locks, if necessary.

If at any time during the last fifteen (15) days prior to the termination of the Lease you have removed all or substantially all of your property from the Apartment, we may enter the apartment, take possession and alter, renovate and redecorate the apartment. This will in no way modify your obligations nor will it cause an abatement of rent or nullify your responsibility for the costs of damage to the unit.

- 38. STORAGE:** If no rent is specifically defined as applicable to a storage locker it shall be deemed that the storage closet/locker is not part of the leased premises. In this instance, you agree to remove all contents upon five days notice from us. If you fail to remove such belongings then we may assume they are abandoned and dispose of such belongings.

If we provide a storage space for you, it is understood that we are not responsible for any damage to any of your property and you must give up the storage space at the termination of the Lease.

**39. PARKING:** If available, we will attempt to provide you with on-site parking. We cannot, however, guarantee the safety of your vehicle or possessions left inside your vehicle. For the purposes of this section, the term "vehicle" includes portable storage facilities. For your safety, you should always lock your car doors, keep the windows closed, not leave the keys in the car and always take all of your personal belongings out of the car.

We have the absolute right to regulate the parking lot, including but not limited to: where and when cars, motorcycles and bicycles may be parked; and prohibiting certain types of vehicles, such as trucks, boats, trailers, portable storage facilities and recreational vehicles. The Rules and Regulations addendum attached hereto set forth our parking regulations, which may be changed by us at any time.

At our option, if a vehicle is unauthorized or illegally parked, we may have it towed. Some examples of vehicles that may be towed are vehicles that:

- a. Are inoperable due to flat tires, missing wheels or otherwise;
- b. Do not have current license plate or inspection sticker;
- c. Occupy more than one parking space;
- d. Are improperly parked in or on: a handicapped spot, reserved spot, fire lane, the grass, the sidewalk or other no parking area;
- e. Are abandoned or belong to a Resident that was evicted or abandoned or surrendered the Apartment; or
- f. Improperly blocking other vehicles from leaving or having access to any common areas including the dumpster or maintenance areas.

**40. LAUNDRY FACILITY:** If there is a laundry facility in the Apartment Community where the machines are owned or operated by anyone other than us, you agree that if you have any claim for damages arising out of something that occurred at or by the laundry, you will look solely to the operator of the laundry machines or facility to recover your damages. You further agree that we are in no way responsible to you for any damages you incur.

**41. JOINT & INDIVIDUAL RESPONSIBILITY:** If more than one Resident is named in this Lease, all

those named are jointly and individually responsible for the full amount owed under this Lease. This is commonly known and referred to as a joint and several liability. The fact that one Resident leaves the Apartment or does not pay any money owed, does not relieve the other Residents individually from the full payment of rent and other charges and all other responsibilities under this Lease. The Resident that leaves remains individually responsible as well. Any notice given by us or the court to any one Resident constitutes notice to all Residents. Likewise, any notice received from any one Resident constitutes notice from all Residents. Any security deposit refund may be payable to all the Residents and may be sent to any one Resident along with the notice of the disposition of the security deposit as required by law.

**42. PRIVACY RIGHTS:** We will attempt to keep all of your personal information private. You understand and agree, however, that we have the right, if requested, to disclose your personal information and rental history to law enforcement and government officials. Additionally, we have the right to report your rental history, incidents and occupancy status to the various credit bureaus, reporting agencies and other business interests and apartment Landlords.

**43. RULES AND REGULATIONS:** Attached hereto are the Rules and Regulations of our Apartment Community which are part of this Lease. You and your guests are required to comply with all of these Rules and Regulations. We have the right at any time to make reasonable changes or additions to these Rules and Regulations as long as they do not materially alter the terms of our Lease and they apply to all Apartments in our Apartment Community.

**44. GUESTS:** Although Pennsylvania law allows you to have guests and visitors come to your Apartment, you agree to exclude and allow us to exclude anyone from coming to your apartment that is: violating the law; disturbing other Residents, visitors or management; or is violating the terms or conditions of this Lease, including the Rules and Regulations.

We may also exclude from the Apartment Community any person that cannot properly identify themselves as a Resident, guest or invitee of a Resident.

**45. IF THE PROPERTY IS TAKEN OVER BY THE CITY, STATE OR GOVERNMENT:** If any part of the Apartment is taken over for public use, this Lease shall end on the date Title to the property is transferred to a City, State or Government Agency.

**46. IF PARTS OF THIS LEASE ARE DISPUTED:** If any part of this Lease is not legal, not binding or not enforceable, It will not cancel or void the rest of the Lease. If any blank is not filled out or any initials or signatures are missing, it likewise will not void the Lease.

**47. NO WAIVER OF SUBSEQUENT DEFAULTS:** Our failure to act or enforce any default of this Lease at a specific time, will not be considered a waiver of our right to later enforce that default or a subsequent default of the same or any other term or condition of the Lease.

**48. PARAGRAPH HEADINGS:** The headings of the sections in this Lease are for convenience only. They are not part of the Lease and they are not complete descriptions of everything in each paragraph.

**49. ENTIRE LEASE:** It is agreed between you and us that this Lease and all attached Addendums spell out all the terms, and understandings between you and us regarding the rental of the Apartment. No one has made any oral promises or representations to you and you are not relying on any if they were made. No one has any authority to change any of the terms and conditions of this Lease unless the changes are approved in writing and signed by us.

**50. INTERPRETATION OF LEASE:** The parties understand and agree that this Lease is to be interpreted and enforced in accordance with the Landlord and Tenant Act of Pennsylvania, as amended, 68 P.S. §250.101 et. Seq. Where Pennsylvania Statutes are silent on any given issue or allow the parties otherwise agree on how the law or an issue should be interpreted or decided, the parties agree that the terms of this Lease shall be enforced and interpreted according to the principles of law. This means that a court of law shall consider the terms, conditions, covenants and waivers agreed to herein fully binding on each party.

**51. CRIMINAL BACKGROUND AND CREDIT REPORT:** You acknowledge that the Landlord has provided you a lease agreement prior to receiving results of a multi-state criminal report for you and a credit report on your Guarantor. While this lease is legally binding without those results, you acknowledge and agree that the Landlord reserves the right to void the lease agreement should unfavorable results be received regarding you or your Guarantor.

**NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.**

Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

This Lease is approved with all the covenants contained herein.

BY: \_\_\_\_\_  
Berger Real Estate Client Services,                      Date  
Agent for Landlord

\_\_\_\_\_  
Joe Smith    Date                      Witness    Date

EXAMPLE