

RESIDENT HOUSING LEASE AGREEMENT

Where appropriate, singular terms used in this LEASE include the plural.

1. DATE AND PARTIES

This agreement, dated, **[[Current_Date]]**, is between Affinity Properties, hereafter called LANDLORD and the following full-time Pennsylvania College of Technology (PCT) student, **[[Tenants_Full_Name]]**, hereafter called RESIDENT, and cosigners **[[custom_Cosigner_1_Full_Name]]** (Father), and **[[custom_Cosigner_2_Full_Name]]** (Mother), hereafter called COSIGNERS. Joint legal responsibility between RESIDENT and COSIGNER hereafter as RESIDENT/COSIGNER. RESIDENT must be full-time student of PCT during the term of the lease.

2. RENTED PROPERTY

The LANDLORD agrees to LEASE the RESIDENT a bedroom, with access to (if available) living room, dining room, bathroom and kitchen, at the following address:

[[Lease_Property_Name]] [[Lease_Unit_Number]]

located in the City of Williamsport, Commonwealth of Pennsylvania, to be used and occupied as a student residence and for no other purpose. Hereafter this residence is called PREMISES.

3. AGENCY

The agent of this property is Affinity Properties hereafter LANDLORD. The address and contact information of the LANDLORD:

Affinity Properties	Office: (570) 322-8883
1539 West Southern Avenue	Website: www.rentaffinity.net
South Williamsport, PA 17702	E-mail: office@rentaffinity.net

4. TERM OF LEASE

A RESIDENT HOUSING LEASE AGREEMENT, hereafter called LEASE, is legally binding for an entire term and any part remaining cannot be transferred or assigned by the RESIDENT without LANDLORD written consent. LEASE does not include use of the PREMISES during Lycoming College or Pennsylvania College of Technology's Winter or Spring Break or Summer Semester. **LEASE TERM:** Start date of **[[Lease_Start_Date]]** and end date of **[[Lease_End_Date]]**.

5. RENT, INSTALLMENTS AND BALANCES

- A. RESIDENT/COSIGNER are responsible for the total sum of two rent payments identified as INSTALLMENT [ONE] and INSTALLMENT [TWO] as listed in section 5B.
- B. RESIDENT/COSIGNER are responsible for a total LEASE AMOUNT of **\$[[Lease_Rent]]**. This LEASE AMOUNT is divided and paid to the LANDLORD in **two equal** installments now identified as INSTALLMENT [ONE] and INSTALLMENT [TWO] and paid in the following schedule. INSTALLMENT [ONE] is paid, in full, by July 1, 2020. INSTALLMENT [TWO] is paid, in full, by December 1, 2020. INSTALLMENT [ONE] is required prior to occupancy. SECURITY DEPOSITS are not accepted as installments. Payment methods are cash, money order, check or credit. Credit transaction fees apply. LANDLORD must receive INSTALLMENTS by due dates. Late fees will be assessed, on all overdue balances, according to the following schedule: One through five days past due date is assessed a \$50.00 fee. Six plus days past due date is accrued at \$10 a day until account balance is paid in full. All delinquencies and prior balances (i.e. late fees, lockout fees, maintenance charges, etc.) will automatically be deducted from an installment before the account is credited. Payments, including all late

fees, are payable by RESIDENT/COSIGNER. A \$30.00 charge is applied for any check returned by the bank. Bank charges are due to LANDLORD within two days of returned check or LANDLORD submits to authorities. If the check is for an INSTALLMENT, it is understood that late fees shall continue to accrue until the check is honored by the bank. All outstanding balances are turned over to collection. RESIDENT/COSIGNER is responsible for any debt collection, including, but not limited to, reasonable attorney fees.

6. FURTHER FINANCIAL OBLIGATIONS & UTILITY ASSIGNMENTS

In addition to the promises made elsewhere, the LANDLORD, RESIDENT/COSIGNER assume responsibility for the following charges as indicated below.

RESIDENT/COSIGNER pay all utilities, services, unless otherwise specified. All financial obligations are subject to late fees if not paid when due.

- Water/Sewer - Paid by LANDLORD
- Gas - Paid by LANDLORD
- Electricity - Paid by LANDLORD up to \$50.00 per month
- Basic Cable Services with High Speed Internet - Paid by RESIDENT/COSIGNER
- Garbage - Paid by LANDLORD with the exception items requiring special handling or fail to meet landfill requirements.
- Charges for LEASE infractions – Paid by RESIDENT/COSIGNER

Utilities are set to vacant settings, for safety purposes, when RESIDENT(S) are not occupying the PREMISES. RESIDENT/COSIGNER will be responsible for any utility bill, assigned to the LANDLORD, which is excessive (above historical averages) due to RESIDENT/COSIGNER misuse, abuse or negligence.

7. RENEWAL NOTICE

LANDLORD may refuse to renew a LEASE. Renewals may be subject to rent increases and changes in terms and conditions as determined by LANDLORD.

8. EXECUTED LEASE

LANDLORD will deliver an executed LEASE to RESIDENT/COSIGNER upon receipt of signed LEASE and receipt of Security Deposit (section 15).

9. APPLICATION FEES & SECURITY DEPOSITS

All requirements must be met as listed in the HOUSING RESERVATION FEE AGREEMENT acknowledged in the to secure a PREMISES. The RESIDENT HOUSING APPLICATION FEE of **\$500.00** acts as a provisional hold of the RESIDENTS position in the PREMISES. The RESIDENT HOUSING APPLICATION FEE is non-refundable. RESIDENT HOUSING APPLICATION FEE may be purposed as the SECURITY DEPOSIT after the LEASE is executed. A **[[Lease_Security_Deposit]]** SECURITY DEPOSIT must be maintained during the LEASE TERM. LANDLORD may utilize the SECURITY DEPOSIT to pay for any unpaid rent, additional charges or late fees. RESIDENT/COSIGNER related damages/repairs, exceeding the SECURITY DEPOSIT, are due within **ten days** of LANDLORD invoicing. The LANDLORD, in accordance with the law, will administer the SECURITY DEPOSIT. If for any reason the RESIDENT shall break this LEASE, the SECURITY DEPOSIT shall be forfeited.

10. INABILITY TO GIVE ACTUAL POSSESSION

If LANDLORD is unable to give the RESIDENT actual possession of the rented PREMISES at the beginning of the LEASE TERM for any reason not attributable to the RESIDENT, the RESIDENT has the choice of:

- A. Terminating this LEASE and recovering the prepaid prorated rent and SECURITY DEPOSIT provided to the LANDLORD, or

- B. delaying acceptance of actual possession until the LANDLORD is able to give it. If the second choice is made, the RESIDENT is not liable for the rent during the time he is denied possession, and the RESIDENT has the option to choose the other alternative at any time until actual possession is given. In no case will the LANDLORD be held liable for failure to provide actual possession if the circumstances are beyond the LANDLORD's control.

11. FIRE OR CASUALTY DAMAGE

If the PREMISES is damaged or destroyed by fire or casualty, to the point that use of the PREMISES is substantially impaired, the RESIDENT must vacate the part rendered unusable, in which case the rent will be reduced in accordance with the reduction in the fair value of the PREMISES. In the event of damage by fire, water, steam, or other causes that render the PREMISES wholly unfit for occupancy, LANDLORD reserves the right to reassign RESIDENT to alternative housing. If continued, and the Williamsport Code Department does not permit occupancy, the RESIDENT may immediately vacate the PREMISES, and notify the LANDLORD in writing within 24 hours, in which case the LEASE terminates as of the date of vacation. In such cases, the LANDLORD must return all deposits and prorate all prepaid rent.

12. PROPERTY PROTECTION & PROPERTY INSURANCE

LANDLORD insurance is for the building only. RESIDENT/COSIGNER will need insurance to cover their property and contents supplied by LANDLORD. RESIDENT is required to carry insurance for furnishings provided by LANDLORD valued at \$5,000. LANDLORD must be listed as Loss Payee. A valid copy of a "Certificate of Insurance" must be provided by move-in. LANDLORD requires RESIDENT/COSIGNER to secure personal property and comprehensive liability insurance with an insurance company licensed to do business in Pennsylvania. This insurance is to protect LANDLORD and RESIDENT/COSIGNER against any claim by RESIDENT/COSIGNER employees, servants, agents, visitors, licensees or family members. LANDLORD is not liable for the theft, destruction, or loss of money, valuables, abandoned items or other personal property. LANDLORD is not responsible for RESIDENT property after the date of their LEASE expiration, withdrawal, transfer, departure, abandonment, suspension, or dismissal from the PREMISES. In the event of damage by fire, water, steam, or other causes that render the PREMISES wholly unfit for occupancy, LANDLORD reserves the right to reassign RESIDENT to alternative housing accommodations.

If any insurance coverage maintained by LANDLORD is found to apply to any loss or damage covered by RESIDENT insurance, the following will happen:

- A. LANDLORD insurance and any obligation of LANDLORD to pay are considered excess coverage.
- B. RESIDENT insurance must be fully used up before any claim can be made against LANDLORD or against LANDLORD insurance coverage.

Regardless of anything stated in this LEASE, RESIDENT releases LANDLORD from any injury, loss or damage to personal property of persons from any cause. This release is effective unless the injury, loss or damage was caused by the gross negligence of the LANDLORD or LANDLORD employee or agents.

13. CONDEMNATION

If any authority having power of condemnation takes the whole or any part of the leased PREMISES, the RESIDENT shall peacefully surrender possession and the LEASE terms may change. LANDLORD may provide alternative housing, and reassign the LEASE, to complete the LEASE TERM. RESIDENT is responsible to leave the apartment, following AFFINITY MOVE-OUT PROCEDURES, excluding conditions of total loss by fire. RESIDENT shall have no claim against LANDLORD as the result of any condemnation.

14. SALE OF PREMISES

Upon sale of PREMISES, LANDLORD will give written notice to RESIDENT specifying name, address, and telephone number of the new owner or agent, as well as the new procedure, if any, for paying rent. Any LANDLORD who conveys the PREMISES in good faith to a purchaser is relieved of liability under this LEASE for events after such notice is sent and after the conveyance is made.

15. LANDLORD AGREES

The LANDLORD agrees to the following:

- A. Comply with all requirements, pertinent to the house and location, of Williamsport Housing Codes and other governmental laws that apply to the PREMISES.
- B. Make repairs and do whatever is necessary to keep the PREMISES in a habitable condition, provided that those repairs were not made necessary by the RESIDENT misuse, abuse or negligence.
- C. Supply heat. Thermostat set to 68 degrees Fahrenheit (20 degrees Celsius) from October 1st to April 30th in a LEASE which requires the LANDLORD to supply heat.
- D. Provide the RESIDENT with reasonable access to meters for any utilities for which the RESIDENT pays.

16. LANDLORD'S REMEDIES

- A. If the RESIDENT/COSIGNER violates any of the conditions of this LEASE, the LANDLORD may give the RESIDENT/COSIGNER notice that a violation has occurred. For all LEASE defaults, the RESIDENT/COSIGNER waives their right for NOTICE TO QUIT.
- B. If the RESIDENT/COSIGNER defaults in the payment of rent, the LANDLORD may give the RESIDENT/COSIGNER Ten Days' notice of termination of this agreement. If the RESIDENT/COSIGNER has not paid all money due, including the late charges, by the end of the tenth day, the LANDLORD may begin the eviction proceedings.
- C. RESIDENT will pay expenses incurred by LANDLORD in connection with complaint filed with any court, including filing fees, reasonable attorney fees, and any office expenses incurred in any eviction process upon determination in favor of the LANDLORD.
- D. In any case, the LEASE is considered terminated if the LANDLORD wins an eviction judgment in Williamsport Municipal Court.
- E. The LANDLORD may apply the SECURITY DEPOSIT towards any unmet obligations of the RESIDENT/COSIGNER.
- F. Each RESIDENT/COSIGNER who signs this LEASE may be sued individually and held responsible for any RESIDENT/COSIGNER liability, or all RESIDENT/COSIGNERS signing this LEASE may be held responsible collectively, at the option of the LANDLORD.
- G. LANDLORD shall have all remedies available at law or equity in event of RESIDENT/COSIGNER default herewith.
- H. In the event of RESIDENT/COSIGNERS default hereunder, all rent due for the balance of the LEASE TERM shall become due and immediately payable and LANDLORD may use legal means to collect the same.

17. POLICIES AND VIOLATIONS

The RESIDENT/COSIGNER agrees not to engage in any activity that threatens the health, safety, or right to peaceful enjoyment of the PREMISES by other residents or any criminal activity on or near such premises. Such activity is immediate eviction. Violations, listed herein are a breach (default) of the LEASE and RESIDENT/COSIGNERS are charged, evicted and responsible for any legal action or loss of income as a result of their eviction. Prepaid rent will not be returned if eviction is granted.

- A. **Absolute Evictions** - Violators will be evicted from PREMISES, with no refunds, and may also be subject to additional action.
 - *Actions that endanger the health and safety of others, including, but not limited to harassment, physical abuse,*
 - *tampering or dismantling safety equipment (smoke detectors or fire extinguishers),*
 - *changing or adding locks removing LANDLORD access to the PREMISES,*
 - *inappropriate behavior which could result in a criminal citation,*
 - *providing a shared source of alcohol in the residence or outside the residence,*

- *intentional damage or destruction of LANDLORD property,*
 - *use or possession of explosives, firecrackers, firearms, explosive materials or weapons of any kind,*
 - *sale, use, possession or distribution of illegal drugs or narcotics,*
 - *throwing or dropping potentially dangerous objects out of windows,*
 - *misusing or tampering with fire safety equipment: fire alarms, smoke detectors, extinguishers, etc.,*
 - *deliberately starting a potentially dangerous fire in the residence,*
 - *allowing non-leaseholders to reside at the PREMISES*
- B. **Building and Housing Codes** - RESIDENT will comply with all obligations imposed by building and housing code. Tampering with fire alarm apparatus in your PREMISES is in violation of the criminal statutes. Tampering with fire systems will result in eviction, charges and municipality fines.
- C. **Firearms, Explosives, Incendiary Devices, and Weapons** - Firearms, ammunition, gunpowder, explosives, incendiary devices, and weapons of any kind are prohibited on the PREMISES. Examples include, but not limited to, slingshots, archery equipment, num-chuks, brass knuckles, air pistols/rifles, bows and arrows, b-b guns, paintball guns, potato guns, smoke bombs, firecrackers, bullets, and flares. \$100.00 charge per occurrence.
- D. **Prohibited** - *Listed below are items/actions that are **prohibited**.* This list may not list prohibited items/infractions already listed elsewhere in the LEASE. A per item, per occurrence, minimum charge of \$50.00 (plus repair or expense) for the following:
- Motor vehicle parts, of any type, inside the PREMISES or not stored in shed or garage.
 - Burning, or flamed items including, but not limited to, candles or incense
 - Gas, propane, lighter fluid stored outside of a lighter, kerosene, nitrous oxide, lamp oil, motor oil
 - Hot plates
 - Deep fryers
 - Sun lamps
 - Smoking/vaping inside the PREMISES
 - Halogen lights or light bulbs
 - Washing cars, water-filled furniture, waterbeds, pools, toys, hot tubs, fish tanks (< 5 gallons) etc. RESIDENT/COSIGNER is responsible to pay utilities associated.
 - Hanging beds, loft bed frames, and all other types of hanging furniture
 - Space heaters
 - Stolen or illegal merchandise
 - Extension cords without a UL approved circuit breaker
 - Metal tipped darts or dartboard sets
 - Running wires beneath carpeting
 - Fog machines
 - Gas or charcoal grills
 - Drum sets
 - Dead plants or trees
 - Street signs
 - Stickers on interior/exterior doors or other surfaces
 - Signs, posters, banners, flags, with reference to offensive or inappropriate topics.
 - Gas-powered items on the PREMISES
 - String or rope lights
 - Colored lights
 - Pool tables
 - Trampolines
- E. **Tenant Responsibility** – RESIDENT/COSIGNERS are accountable for visitors and their conduct on the PREMISES. Including, but not limited to actions, damages and items on the PREMISES. When vacant

PREMISES must be locked, and windows secured. Perishables and living things must be removed during breaks as properties are set to vacant settings at those times. RESIDENT must notify LANDLORD of any discharged fire extinguishers or improperly operating smoke detectors. Violation of this section results in a minimum charge of \$100.00 and maximum of \$1,000.00

- F. **Trash & Sanitation** – RESIDENT is required to maintain PREMISES in a clean, sanitary manner. Trash must be in 33-gallon (or larger) black trash bags and tied shut. Trash may not be stored in a structure or inside the PREMISES. All bagged trash is discarded into lidded vessels provided. RESIDENT is responsible for loose trash in collection vessels, improperly bagged items and trash on the PREMISES and lots. There is a \$25 minimum charge for violations in this section. When LANDLORD revokes trash service RESIDENT/COSIGNER must secure a trash service and provide a receipt to LANDLORD.
- G. **Pest Control** - RESIDENT/COSIGNER agrees to make concerted effort to solve rodent or insect issues; give entry to pest control vendors; follow all provided instructions in preparing the unit for treatment.
- H. **Failure to Comply with Staff** - RESIDENT AND OR COSIGNERS, and their guests, are expected to follow all official requests from LANDLORD and staff. Failure to comply with an official request will result in potential eviction or legal action.
- I. **Furniture, Fixtures, and Personalizing Your House** - In consultation with roommates, a RESIDENT is allowed to personalize their room; however, certain conditions, policies, and procedures herein are required. LANDLORD reserves the right to confiscate prohibited items from PREMISES. Notice is left for the RESIDENT listing the violation and action required. LANDLORD assumes no responsibility for damage to confiscated items. This includes, but is not limited to, loss or theft of the item from storage or confiscated items by Williamsport or PCT Police. Pennsylvania College of Technology is notified of illegal activity involving PCT students.

Restrictions (you may not):

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- Install satellite, dish or antenna to any structure even if one already exists.
 - Use indoor furniture outdoors or outdoor furniture inside;
 - Affix materials to PREMISES that might damage a surface (e.g. nails, duct tape, tacks, adhesives.) but 3M Command Strip removable products can be used but RESIDENT/COSIGNER is responsible for cost of repairs due to improper removal, malfunction or misuse.;
 - Wallpaper or use adhesive paper (other than removable decals) any surface;
 - Paint the PREMISES;
 - Remove window screens;
 - Replace light bulbs with colored light bulbs;
 - Place stickers on doors or other surfaces in the apartment;
 - Use carpets/rugs without padding or protective barriers;
 - Move appliances (refrigerators, microwaves, stoves) from their set location;
 - Move furniture from their originating position or room;
 - Hang items on light fixtures or fire safety equipment;
 - Alter the interior/exterior of any part of the PREMISES including, but not limited to drilling, puncturing, digging, replacing, removing. Examples: mounting TV's, installing cameras, adding fire pits attaching signs etc.
 - Place anything to cover windows.
 - Use LANDLORD beds without first protecting the bed with a full zipper enclosure, waterproof, bedbug resistant, bed protector. Protectors are purchased by RESIDENT/COSIGNER.

- J. **Snowball/Water**– Due to potential injury, snowball and water fights are prohibited on the PREMISES. Absolutely no snow is to be collected onto roofs or taken inside PREMISES. Snow cannot be sculpted in ways that are offensive.
- K. **Secured Areas/Window/Balconies/Roofs** – Roof are explicitly off limits. RESIDENT/COSIGNER shall not, nor permit any person to, move anything in and out nor throw anything from windows. RESIDENT/COSIGNER may not hang items, hang off, lean out, sit on or allow items on railings, windowsills, ledges, balconies or porches. Screens must remain in windows. Locked areas of the PREMISES must remain locked and are off-limits to all guests and RESIDENTS/COSIGNERS. RESIDENTS/COSIGNERS will be charged \$100 for failure to comply.
- L. **Quiet Hours** - At all times noise must be kept at a level that is not heard outside, disturbing RESIDENTS or surrounding community. Additionally, quiet hours are 10 p.m. to 8 a.m. Sunday through Friday and midnight to 10 a.m. on Saturday. Playing radios, stereos, televisions or other musical instruments in a manner which is disturbing to other residents, or outside quiet hours, is prohibited.
- M. **Bicycles** – Bicycles must be stored outside the PREMISES. For safety and security reasons. Bicycles may not be kept or chained to the PREMISES structure(s). Bicycles found chained/locked to structures will be cut free and RESIDENT/COSIGNER will not be reimbursed for damage. Bicycles are not permitted inside the PREMISES. RESIDENT/COSIGNER is responsible for damage occurring as a result of not adhering to the rules in this section.
- N. **Public entrances, halls and stairways** - shall not be obstructed in any way to comply with fire safety.
- O. **Hardwood Floors** - are protected following LANDLORD Move-In Procedures.
- P. **HVAC Policies** – Thermostats are inspected semi-annually by LANDLORD. Violations include: Tampering with thermostats and lock boxes; methods causing the heat to rise above permitted temperatures; windows and doors open while heat/AC is on; using alternate heating sources; violation which creates an excessive utility bill; RESIDENT will be charged \$50.00 for each occurrence. \$100 charge for maintenance requests where systems were found to be running properly. RESIDENT/COSIGNER, responsible for heat, shall maintain the heat at 50 degrees from November through April. RESIDENT/COSIGNER agrees to never use stove or oven for heating purposes.
- Q. **Appliances & Repairs** – Appliances are for RESIDENT use only. All appliances must be kept clean. Dryer lint filters must be cleared for fire safety. Dishwashers not supplied by LANDLORD will not be permitted. Should any of the appliances, air conditioning unit, or the heating unit malfunction, RESIDENT/COSIGNER agrees to make no effort to service the malfunctioning appliance or unit and call the LANDLORD for repair.
- R. **Alcohol and Narcotics** - The use, consumption, possession, transportation, sale, or abuse of alcoholic beverages and/or illegal drugs or narcotics is prohibited by RESIDENT/COSIGNER on the PREMISES including yards, basements, garages, attics or parking lots. Activities which evoke destruction of property, abuse, disturbances, police, or altercations, will result in eviction and reported to Pennsylvania College of Technology, as well as Williamsport Police. Consumption of mind-altering substances is not an excuse for irresponsible behavior on the PREMISES. LANDLORD takes action against RESIDENT/COSIGNER failing to comply with this section and are liable for guest actions. Empty alcohol containers are prohibited and constitute a violation of this section. Any violation, in this section, is charged up to \$1,000 per occurrence.
- S. **Overnight guest** – RESIDENT/COSIGNER guests are permitted for 48 hours in a week. Overstays are charged at \$100 per day/occurrence. Evidence of personal property, collaboration or witness, which confirms a violation of this section, will be considered a breach of LEASE. RESIDENT/COSIGNER may not provide PREMISES keys or make copies of keys for non-residents. RESIDENT/COSIGNER will be evicted (or charged) if found to have knowledge of a violation of this section.
- T. **LOCKOUTS & KEY CHARGES.**

- **Lockouts** - The Key loan cost is \$5.00 during office hours and \$10 after hours. In this instance a key is lent to the RESIDENT for a duration of no more than one hour. Additional fee of \$10 is added after one hour. All lockouts, requiring LANDLORD, staff or manager is \$20.00 from the hours of 8AM-12AM and \$40.00 the hours of 12AM-8AM. LANDLORD business hours of 8:00 A.M to 3:00 P.M. Payment is due upon receipt of service.
- **Key Charges** - New key charge, for lost, stolen or unreturned LANDLORD provided keys, is \$25.00 per key. Locks may not be changed. RESIDENT/COSIGNER must provide LANDLORD with keys or combinations for locks being used for padlocked doors. In the event RESIDENT/COSIGNER install locks, without written consent, the lock will be replaced, and service charges billed to the RESIDENT/COSIGNER. **Lock Changes:** Minimum \$100.00 (exterior or interior cylinder lock) \$30.00 (mailbox lock)

18. INSPECTIONS

LANDLORD respects RESIDENT privacy within community living and protects this privacy. However, in the interest of maintaining an environment that facilitates scholarship and provides for the health and safety of all residents, it is occasionally necessary for authorized staff to exercise the contractual right to enter a RESIDENT PREMISES. LANDLORD completes two unannounced, and two announced, safety and health inspections per year. By signing below, you acknowledge that these will be completed. Staff members entering RESIDENT rooms use discretion. RESIDENT PREMISES may be entered under the following conditions:

- A. To show the PREMISES to potential students seeking housing.
- B. To provide maintenance or repair service.
- C. For routine inspections.
- D. For emergency situations
- E. To maintain an atmosphere that promotes a scholarship (i.e. unattended stereo, alarm clock, open window etc.)
- F. To ensure break procedures have been followed when a RESIDENT vacates.
- G. If LANDLORD believes that a PREMISES contains items that are contrary to LEASE (which include federal, state, and local laws)

In virtually all cases, some act of misbehavior will precipitate the concerns listed in item #3. I acknowledge, in an effort to maintain an atmosphere that promotes a safe and scholar-like living experience, that is also lawful, I agree to allow my LANDLORD to perform random and scheduled safety and health inspections and grant LANDLORD access of the PREMISES, for all conditions listed in this section. Agreed:

RESIDENT INITIALS	COSIGNER 1 and COSIGNER 2 (two required) INITIALS
[[Adobe_Tenant_Initials]]	[[Adobe_Cosigner_Initials]]

19. SMOKING POLICY

PREMISES is **non-smoking** and violations are as follows: Smoking, possession of smoked cigars, smoked cigarettes, pipes, vaping or ashes inside the PREMISES; smoking in partially or fully enclosed areas; vaping cartridge or smoked cigarette(s) in yards or parking areas; smoked items not in fireproof container. Any violation in this section is charged at \$50 per occurrence.

20. ANIMAL POLICY

LANDLORD has a strict no animal policy. Animals are prohibited without LANDLORDS written consent. Animals **cannot**, for any occasion or duration, be fed, sheltered, or allowed (including visitors) to enter the PREMISES. LANDLORD is Fair Housing and ADA compliant and reasonable housing requests are reviewed on a case by case basis. Those with disabilities, or Emotional Support Animal needs, agree to provided LANDLORD with ***Animal Responsibility Addendum*** and required application forms; comply with government, state and local municipality laws and ordinances; remove animals (immediately) that don't comply with any policy/law/ordinance or cause undue hardship. Validated certification, from prescribing physician authorizing ESA and federal agency with powers to make assignments for disabilities, must be provided to LANDLORD upon request where a disability or condition is not obvious. RESIDENT with disabilities are only permitted one ESA or Animal in single person lease units. RESIDENT/COSIGNER violating this section are charged \$100.00, per animal, per day/occurrence.

21. SUBLEASING AND ASSIGNMENT.

RESIDENT is responsible to make all arrangements for subletting, understanding that the RESIDENT is still obligated to the full term of the LEASE. 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, leaving the original tenant legally bound to the original lease agreement with the LANDLORD. Tenant must sign a LANDLORD sublease agreement and pay \$100 lease processing fee. RESIDENT/COSIGNER must obtain written approval for the sublet from all tenants in a shared rental. LANDLORD makes final determinations for approval. LANDLORD is notified of any arrangement for subleasing. RESIDENT and Sublette, along with LANDLORD, must sign a Sublet LEASE or it is not valid. A service fee, of \$500, is required for any RESIDENT/COSIGNERS requesting that LANDLORD assist locating a sublet.

22. PARKING & PERMITS

Off street parking may be available to the RESIDENT. Some PREMISES require permit parking.

RESIDENT/COSIGNERS may obtain permits at the City of Williamsport Administration Building at their expense.

- All motor vehicles on the PREMISES must have valid license and inspection. Trailers, campers, motor homes or commercial vehicles are not permitted on the PREMISES.
- Due to local government regulations and safety reasons, no motor vehicles may be parked on the grass or sidewalks at any time. No motorbikes or motorcycles may be kept on balconies, patios, or inside of any building at any time.

23. MOVE-IN & MOVE-OUT.

- A. RESIDENT/COSIGNER agrees to notify LANDLORD if the PREMISES isn't satisfactorily clean at move-in so it can be remedied. RESIDENT/COSIGNER will not be reimbursed for cleaning and RESIDENT/COSIGNER will be responsible for leaving the apartment clean at checkout.
- B. RESIDENT/COSIGNER agrees to submit all documented damages within 2 days after key pick up.
- C. LANDLORD, at start of LEASE, will furnish working light bulbs. Tenant will be responsible to replace bulbs with like quality and type and bulbs must be working at the completion of the LEASE.
- D. RESIDENT/COSIGNER agree to vacate the PREMISES by 12 NOON on the LEASE expiration; pay LANDLORD \$50.00 for every day of use exceeding LEASE expiration; return assigned keys to LANDLORD office at the completion of tenancy. Nonreturned keys is continued tenancy and use. RESIDENT/COSIGNER must return the PREMISES to the original move-in condition following AFFINITY MOVE-OUT PROCEDURES. RESIDENT understands and agrees that: A/ if the house is not left completely clean (no matter what the condition at the inception of the LEASE, as any dispute should be handled at move-in.); registered keys are not submitted to LANDLORD office on time; C/ money is owed or a forwarding address not given properly and on time; charges for cleaning, keys, extra rent, etc. may be incurred and deducted from the SECURITY DEPOSIT.

- E. AFFINITY PROPERTIES MOVE-OUT and MOVE IN PROCEDURES are provided as a resource to assist with the full return of SECURITY DEPOSITS. Base Move-Out Charges will be as follows:
- a. LANDLORD will arrange mandatory professional cleaning of PREMISES carpets after all RESIDENT/COSIGNERS vacate. Carpet cleaning fees are based on current rates and include \$30 service fee. General cleaning rates are \$25/hr.
 - b. All personal items, food and trash are to be removed from the unit; service charge is \$50/hour for item removal where LANDLORD must complete; item storage is not to exceed 20 days and rate is assigned at \$5/day with items discarded on the 21st day and charged to RESIDENT/COSIGNER. Tenant agrees that LANDLORD/LANDLORD representatives will not be responsible for damages or loss during removal or storage.
 - c. Nonreturned keys are charged at \$25 a key. Unauthorized duplicate keys are charged \$100 per lock set.
- F. RESIDENT/COSIGNER is responsible to confirm a correct forwarding address in the LANDLORD Resident Portal. Security deposit will be returned within 30 days after LEASE expiration, keys received or validated vacancy, whichever is the later.

24. AMENITIES

PREMISES include a stove, microwave, refrigerator, washer and dryer. RESIDENT must clean these during the LEASE TERM. Damage, due to abuse, or misuse, will be assigned to RESIDENT/COSIGNER. Inventory lists come with all furnished rentals.

25. DAMAGES AND REPAIRS.

RESIDENT will be responsible for any damage caused by negligent acts on the part of the RESIDENT/COSIGNER, RESIDENT family members, RESIDENT guests and invitees.

Estimates are derived by industry professionals or replacement value. RESIDENT may not conduct, fix, or schedule repairs without LANDLORD consent. Personal room damages are billed against the SECURITY DEPOSIT of the RESIDENT/COSIGNER. Damage to PREMISES common shared areas are charged collectively against all residents when unclaimed. In addition to charges legal action may result. Self-made repairs will result in violation and repair charges. LANDLORD selects materials, finishes and contractors for repairs. Whenever damage is caused by carelessness, misuse or neglect on the part of the RESIDENT/COSIGNER, his/her family or visitors, the RESIDENT/COSIGNER agrees to pay the cost of all repairs and do so within 30 days after the receipt of the LANDLORD demands for the repair charges.

- A. RESIDENT OR COSIGNER agrees to the following:
1. Notify LANDLORD immediately of improperly functioning items or disrepair.
 2. Pay LANDLORD for repairs, and damage, resulting from RESIDENT/COSIGNER neglect or failure to report.
 3. Pay for repair/service for **toilet, sewer, disposals or other water apparatus** obstructions created by materials unsuitable for the system. Some examples: wipes, feminine products, glass, caps, cloth etc.
 4. Tampering with fire alarm apparatus in your PREMISES is in violation of the criminal statutes. Tampering with fire systems will result in eviction.
 5. Report damage to LANDLORD immediately.
 6. Evaluate, document and report PREMISE condition within 2 days after key pick up.

26. EXTERIOR GUIDELINES AND CARE.

- A. **Lawn Care** - LANDLORD is responsible for mowing, and all summer maintenance. RESIDENT/COSIGNER is responsible for snow, ice removal and all winter maintenance. In accordance with Williamsport City Code, snow must be removed from walks, stairs and porches within 24 hours of snowfall. LANDLORD is not responsible for clearing parking areas.
- B. **Porches, Patios & Storage** – Balconies, patios and porches are not to be used for storage. Items permitted in these areas are furniture designed exclusively for outdoors. RESIDENT/COSIGNER releases LANDLORD from any possible claim of damage or loss of any items in storage. RESIDENT/COSIGNER may not keep paints or flammable materials within any structure.
- C. **Antennas and satellite dishes** - May not be installed on the PREMISES without written permission from LANDLORD even if one was preexistent. Removal cost to repair plus \$75 removal charge.

27. ENTIRE AGREEMENT.

This LEASE, along with the **LEAD PAINT ADDENDUM**, constitutes the entire agreement between the RESIDENT/COSIGNER and the LANDLORD. It supersedes any previous agreement, understanding, or representations. It may only be modified by written agreement between the LANDLORD, RESIDENT and COSIGNERS.

28. SIGNATURES.

The undersigned agree to be bound legally to this agreement and have reviewed the LEASE in its entirety. A parent, or legal guardian, is required as a COSIGNER. In the case a parent is deceased a RESIDENT may use other immediately family.

LANDLORD:

[[Adobe_Owner_Signatures]]

Date: [[Current_Date]]

RESIDENT: (REQUIRED)	COSIGNER ONE and TWO: PARENT (REQUIRED)
[[Tenants_Full_Name]]	[[custom_Cosigner_1_Full_Name]]
First, Middle Initial and Last Name	COSIGNER 1 - First, Middle Initial and Last Name
[[Adobe_Tenant_Signatures]]	[[custom_Cosigner_2_Full_Name]]
RESIDENT Signature	COSIGNER 2 - First, Middle Initial and Last Name
DATE: [[custom_Date]]	[[Adobe_Cosigner_Signatures]]
	COSIGNERS Signature
	DATE Signed:
	COSIGNER 1 Relationship to RESIDENT
	COSIGNER 2 Relationship to RESIDENT

LEAD PAINT ADDENDUM

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if

not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. RESIDENT and both COSIGNERS Disclosure

X (a) Presence of lead-based paint or lead-based hazards (check one below): Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

LANDLORD has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

X (b) Records and reports available to the RESIDENT and both COSIGNERS (check one below): LANDLORD has provided the RESIDENT/COSIGNER with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):

LANDLORD has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

RESIDENT and both COSIGNERS Acknowledgment

(Initial) **[[Adobe_Tenant_Initials]]**, **[[Adobe_Cosigner_Initials]]**, (c) RESIDENT/COSIGNER has received copies of all information listed above.

(d) RESIDENT and Both COSIGNERS have received the pamphlet Protect Your Family from Lead in Your Home.

(Initial) **[[Adobe_Tenant_Initials]]**, **[[Adobe_Cosigner_Initials]]**.

(e) LANDLORD has informed the RESIDENT/COSIGNER of the obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information

provided by the signatory is true and accurate.

[[Adobe_Tenant_Signatures]]

RESIDENT SIGNATURE DATE:

[[Adobe_Cosigner_Signatures]]

COSIGNER SIGNATURE DATE:

[[Adobe_Owner_Signatures]]

LANDLORD SIGNATURE DATE: