



RESIDENT HOUSING LEASE AGREEMENT

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

1. DATE AND PARTIES

This agreement, dated, _____ is between Affinity Properties, hereafter called LANDLORD and the following full-time Pennsylvania College of Technology (PCT) student _____ Sample Name _____, hereafter called RESIDENT and the following co-signers, _____ Sample Name _____, and _____ Name _____, Joint legal responsibility between RESIDENT and CO-SIGNER, hereafter as RESIDENT/CO-SIGNER. RESIDENT is attesting that they hold a commitment to attend PCT and must remain a full-time student of PCT during the lease term as this is a student residency contract. Failure to remain enrolled at PCT does not change the obligation and payments within.

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: _____ Address _____, _____ located in Williamsport, Pennsylvania, to be used and occupied as a student residence and for no other purpose. All interior and exterior spaces and structures part of the ADDRESS in part or whole hereafter is called PREMISES.

3. AGENCY

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

Affinity Campus Properties, 1539 West Southern Avenue, South Williamsport, PA 17702

Office: (570) 322-8883 **Website:** www.rentaffinity.net **E-mail:** office@rentaffinity.net

4. TERM OF LEASE

A RESIDENT HOUSING LEASE AGREEMENT, hereafter called LEASE, is legally binding for an entire term. RESIDENT/COSIGNER must receive LANDLORD written consent to transfer or assign any part of the LEASE. LEASE does not include the use of the PREMISES during the PCT Winter or Spring Break or Summer Semester.

LEASE TERM: LEASE START date of _____ START Date _____ and LEASE END date of _____ END Date _____.

5. RENT, INSTALLMENTS, AND BALANCES

The RESIDENT/COSIGNER is responsible for the TOTAL SUM of two lease payments identified as INSTALLMENT [A] and INSTALLMENT [B] as listed in this section. RESIDENT/COSIGNER is responsible for the TOTAL SUM of \$ _____ \$\$\$. which constitutes the LEASE. The TOTAL SUM is divided equally into two installments identified as INSTALLMENT ONE and INSTALLMENT TWO and paid by the following schedule: INSTALLMENT ONE is due in full July 1, 2022 (before occupancy), and INSTALLMENT TWO is due in full December 1, 2022. Installments may not include the use of SECURITY DEPOSITS. All payments to the LANDLORD are made through the RESIDENT ACCOUNT SYSTEM by electronic check or credit card. The financial system determines credit transaction fees. AGENCY must receive charges balances and INSTALLMENTS by due dates, or late fees will be as follows: the following schedule: One through five days past the due date is a \$50.00 fee. Six plus days past the due date is \$10 a day until all balances are paid. All delinquencies and prior balances (i.e., late fees, lockout fees, etc.) will automatically be deducted from an installment before the account is credited. Payments, including all late fees, are payable by RESIDENT/COSIGNER. Returned check fee is \$30.00. Bank charges are due to AGENCY within two days of returned check or AGENCY submits to authorities. If the check is for an INSTALLMENT, late fees continue until the bank honors the check. All outstanding balances will be sent to collections. RESIDENT/COSIGNER is responsible for any debt collection, including, but not limited to, reasonable attorney fees.

6. FURTHER FINANCIAL OBLIGATIONS

In addition to the promises made elsewhere, the LANDLORD, RESIDENT/CO-SIGNER assume responsibility for the following charges as indicated herein. RESIDENT/CO-SIGNER pay all utilities 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 *
- Basic Cable Services & Internet - Paid by RESIDENT/CO-SIGNER
- Garbage - Paid by LANDLORD excluding items requiring special handling or fail to meet landfill requirements. *
- LEASE Infractions – Paid by RESIDENT/CO-SIGNER

Financial obligations: Utilities are set to vacant settings, or turned off, for safety purposes, when PREMISES is not occupied during PCT breaks or unoccupied RESIDENT/COSIGNER use is prohibited during this time. * RESIDENT/COSIGNER is responsible for all utility bills, assigned to the LANDLORD, which is above averages due to RESIDENT/COSIGNER misuse, abuse, or negligence. PREMISES water use is covered by LANDLORD up to \$100.00, per resident per quarter. PREMISES electricity is covered by LANDLORD up to \$50.00 per month where the PREMISES has its own meter. Window air conditioner (A/C) fee is \$35.00 a month, per A/C unit, paid in advance, where an electric meter is shared with another PREMISES. LANDLORD approval is required before air conditioning unit installation. Billing continues monthly until units are uninstalled and LANDLORD receives notice and validates. Garbage service is revoked if RESIDENT/COSIGNER doesn't comply with section 17 G.

7. AMENITIES & LANDLORD PROVISIONS

Property inventories, documenting LANDLORD furnishings, are provided before move-in. The LANDLORD inventory checklist is due to the LANDLORD one day after LEASE START. RESIDENT/COSIGNER must complete and submit condition reports on the START date of the LEASE. Reports are emailed to office@rentaffinity.net subject RESIDENT name, unit# and PREMISES address.

8. 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 APPLICATION FEE AGREEMENT (application process) and acknowledged to secure a PREMISES. The APPLICATION FEE AGREEMENT of \$500.00 acts as a provisional hold of the RESIDENTS' position in the PREMISES. The APPLICATION FEE is non-refundable. APPLICATION DEPOSITS may be purposed as the SECURITY DEPOSIT after LEASE execution.

A \$500 SECURITY DEPOSIT must be maintained during the LEASE TERM. The LANDLORD may utilize SECURITY DEPOSIT to pay unpaid rent, additional charges, or late fees. RESIDENT/COSIGNER damages/repairs exceeding SECURITY DEPOSIT are due within five days of LANDLORD invoicing. Per the law, the LANDLORD 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 the 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. In that case, the RESIDENT has the choice of:

- (A) Terminating this LEASE and recovering prorated INSTALLMENTS and SECURITY DEPOSIT paid to the LANDLORD, or
- (B) delaying acceptance of actual possession until the LANDLORD can give it.

If the second choice is made, the RESIDENT is not liable for the rent when denied possession. The RESIDENT can 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 a fire or casualty, to the point that use of the PREMISES is substantially impaired, in that case, the RESIDENT must vacate the part rendered unusable in which the LANDLORD will reduce rents to the fair value of the PREMISES. If damage by fire, water, steam, or other causes render the PREMISES wholly unfit for occupancy, LANDLORD reserves the right to reassign RESIDENT to alternative housing accommodations. If the LEASE is continued, and the Williamsport Code 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 the vacation. In such cases, the LANDLORD must return all deposits and prorate all prepaid rent.

12. PROPERTY PROTECTION & PROPERTY INSURANCE

LANDLORD requires RESIDENT to secure personal property and comprehensive liability insurance with an insurance company licensed to do business in Pennsylvania. This insurance protects LANDLORD and RESIDENT against any claim by RESIDENT employees, servants, agents, visitors, licensees, or family members. RESIDENT is further required to provide insurance covering furnishings provided by LANDLORD. Furnishings are valued at \$25,000. LANDLORD must be the Loss Payee. A valid copy of a "Certificate of Insurance" must be posted to LANDLORD online system before moving in. LANDLORD is not liable for the theft, destruction, or loss of money, valuables, abandoned items, or other personal property. LANDLORD is not responsible for the RESIDENT property after their LEASE expiration date, withdrawal, transfer, departure, abandonment, suspension, or dismissal from the PREMISES. If damage by fire, water, steam, or other causes 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 LANDLORD insurance coverage.

Regardless of anything stated in this LEASE, the 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 the 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 LEASE, to complete the LEASE TERM. RESIDENT is responsible for leaving 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 the 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:

- (A) Comply with all requirements pertinent to the 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. The thermostat is set to 68 degrees Fahrenheit (20 degrees Celsius) from October 1 to April 30 in a LEASE, requiring the LANDLORD to supply heat.
- (D) Provide the RESIDENT with reasonable access to PREMISES meters for any utilities in the RESIDENT/COSIGNER name.

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. The RESIDENT/COSIGNER waives their right for NOTICE TO QUIT for all LEASE defaults.
- (B) If the RESIDENT/COSIGNER defaults in any INSTALLMENT, 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, the LANDLORD may begin the eviction proceedings by the end of the tenth day.
- (C) RESIDENT will pay expenses incurred by LANDLORD in connection with a 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) The LEASE is deemed terminated if the LANDLORD wins an eviction judgment in 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 accountable collectively, at the option of the LANDLORD.
- (G) LANDLORD shall have all remedies available at law or equity in the 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

RESIDENT/COSIGNER will not engage in any activity that threatens the health, safety, or right to peaceful enjoyment of the PREMISES. Violations listed herein are a breach of the LEASE, and RESIDENT/COSIGNERS are charged, evicted, and responsible for 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 legal action as a result of the following:

1. Actions that endanger the health and safety of others, such as harassment, physical abuse, etc.,
2. Misusing, dismantling, or tampering with fire safety equipment (fire alarms, detectors, extinguishers, etc.),
3. Behavior that could result in criminal citation,
4. Locking any space without providing LANDLORD means of access,
5. Intentional damage or destruction of LANDLORD property
6. Providing a shared source of alcohol in any part of the PREMISES,
7. Possession of stolen or illegal items (street signs etc.),
8. Use or possession of explosives, firecrackers, firearms, explosive materials, or weapons of any kind,
9. Sale, use, possession, or distribution of illegal drugs or narcotics,
10. Throwing or dropping potentially dangerous objects out of windows,
11. Deliberately starting a potentially hazardous fire,
12. Allowing non-leaseholders to reside at the PREMISES.

- (B) **Building and Housing Codes** - RESIDENT will comply with all obligations imposed by local Building and Housing Codes.

- (C) **Code or Insurance Restricted Items**

Listed below are items/actions that are **prohibited** either by local codes or LANDLORD property insurance. Additional prohibited items herein. \$50 -\$100 per infraction below:

1. Firearms, ammunition, gunpowder, explosives, incendiary devices, and weapons of any kind are not permitted. Examples include, but are not limited to, tasers, slingshots, archery equipment, num-chucks, brass knuckles, air pistols/rifles, bows and arrows, b-b guns, paintball guns, potato guns, smoke bombs, firecrackers, bullets, and flares. \$100 charge per item/occurrence.
2. Motor vehicle parts, of any type, inside the PREMISES or not stored in a shed or garage,
3. Burning, flamed, smoking, or misting items such as e-cigarettes (vaping), smoking substances, diffusers, candles, sage, wax, incense, etc. inside the PREMISES or its structures,
4. Gas, propane, the lighter fluid stored outside of a lighter, kerosene, nitrous oxide, lamp oil, motor oil
5. Hot plates, mainframes, networks, or items that generate excessive heat which requires ventilation,
6. Deep fryers
7. Water-filled furniture, including waterbeds, pools, toys, fish tanks (greater than 5 gallons), etc.,
8. Hanging beds, loft bed frames, and all other types of hanging furniture,

9. Space heaters,
 10. Electrical cords showing bare wires,
 11. Metal tipped darts or dartboard sets,
 12. Wires beneath carpeting or where they become a tripping hazard,
 13. Gas or charcoal grills,
 14. Drum sets and professional sound equipment,
 15. Dead plants or trees,
 16. Stickers on LANDLORD finishes or furnishings
 17. Signs, posters, banners, flags, or like items that obstruct windows or exits,
 18. Gas-powered items inside PREMISES or its structures,
 19. LED adhesive, string or rope lights,
 20. Improper wattage (unsafe for fixture) or colored light bulbs in LANDLORD fixtures,
 21. Pool tables, beer game tables, cornhole, foosball, air hockey, or ping-pong tables inside the PREMISES,
 22. Trampolines
 23. Halogen lights or light bulbs
- (D) **Tenant Conduct, Liability & 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. Violation of this section results in a minimum charge of \$100.00 and a maximum of \$1,000.00
- (E) **Fire safety** – RESIDENT/COSIGNER must notify LANDLORD of any discharged fire extinguishers, dismantled, or improperly operating smoke detectors. Your building is equipped with hardwired and battery-operated smoke detectors. Dismantling fire safety equipment is finable up to \$10,000 by local municipalities.
- (F) **Break Procedures** – RESIDENT must lock all windows and exterior doors, and interior doors must be unlocked. All perishable/refrigerated foods, and living things, must be removed during Winter break as the rental will be set to vacant settings. All food items, and refrigerated items, must be cleared from the refrigerator during Summer break, and the rental must be cleaned entirely, including professional cleaning of all carpets.
- (G) **Trash & Sanitation** – RESIDENT is required to maintain PREMISES in a clean, sanitary manner. Trash must be in 33-gallon (or larger) trash bags and tied shut. Garbage may not be stored in a structure or inside the PREMISES. RESIDENT will discard trash into lidded trash collection vessels provided. RESIDENT is responsible for loose debris in collection vessels, improperly bagged items, and trash on the PREMISES. There is a \$25 minimum charge per violation in this section. If garbage is not properly disposed of, and LANDLORD gave notice, RESIDENTS will be responsible for securing a trash hauler and providing a receipt affirming service.
- (H) **Pest Control** – RESIDENT/COSIGNER agrees to make a concerted effort to solve rodent or insect issues; give entry to pest control professionals; follow all provided instructions in preparing the rental for treatment.
- (I) **Failure to Comply with Staff** – RESIDENT/COSIGNER, 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.
- (J) **Fixtures and Personalizing Rental** - A RESIDENT, can personalize their room; however, certain conditions, policies, and procedures must be followed. Personalizing violations include the following actions:
1. Satellite, dishes, or antennas secured to any structure.
 2. Use RESIDENT/LANDLORD *indoor* furniture outdoors or outdoor furniture indoor.
 3. Affix items to PREMISES that damage surfaces (e.g., nails, any type of tape, adhesive, tacks). 3M Command Strip products can be used, but RESIDENT/COSIGNER is liable for improper removal, malfunction, or misuse.
 4. Place wallpaper or adhesive paper (other than removable decals) on any surface.
 5. Place adhesive paper inside cabinets or on shelves.
 6. Paint PREMISES.
 7. Remove window screens.
 8. Replace LANDLORD LED light bulbs with colored light bulbs.
 9. Place stickers on any LANDLORD or PREMISES surface.
 10. Use carpets/rugs without padding or protective padding.
 11. Move appliances (refrigerators, microwaves, stoves) from their set location.
 12. Move furniture from their originating room (items must be returned to originating positions at LEASE end);
 13. Hang items on light fixtures or fire safety equipment.
 14. Alter the interior/exterior of any part of the PREMISES including, but not limited to drilling, puncturing, replacing, or removing.
 15. Installing curtain rods (only spring rods may be used)

16. Use LANDLORD bed without bedbug waterproof full enclosure bed protector.
- (K) **Snowball/Water**– Due to potential injury, snowball and water fights are prohibited on the PREMISES. Snow may not be gathered on roofs, formed offensively, or taken inside the PREMISES.
 - (L) **Secured Areas/Window/Balconies/Roofs** - Roofs are off-limits. Nothing is moved in and out or thrown from windows. Windows are to remain clear of items that impede use during emergencies. No one can lean out of windows, sit on or place items on windowsills, railings, ledges, balconies, or porches. Attic, basement, and locked areas are restricted for LANDLORD access only. RESIDENTS/COSIGNERS will be charged \$100 per incident for failure to comply.
 - (M) **Quiet Hours** – Noise (voice, loud cars, instruments, TV, music, etc.) must not be heard outside, or inside, or affect other residents or the community. Quiet hours are 10 PM to 8 AM Sunday-Friday and midnight to 10 AM. on Saturday.
 - (N) **Bicycles** - Bicycles must be stored outside the PREMISES to reduce damage and may not obstruct hallways or exits for safety reasons. Bicycles may not be affixed to the PREMISES or its structures. If bikes are locked to the PREMISES, it will be necessary to cut the chain or lock so it can be removed. If that happens, you will not be reimbursed for the cost. RESIDENT/COSIGNER is responsible for damages related to improper storage.
 - (O) **Public entrances, halls, and stairways** - shall not be obstructed in any way to comply with fire safety.
 - (P) **Hardwood Floors** - are protected following LANDLORD Move-In Procedures.
 - (Q) **HVAC Restrictions** – Thermostats are inspected semi-annually by the LANDLORD. Violations include the following: Tampering with thermostats and lockboxes; methods causing the heat to change above permitted temperatures; windows and doors open while heat/AC is on; using alternate heating sources; violation which creates an excessive utility bill. RESIDENT/COSIGNER will be charged \$50 for each infraction above. Maintenance requests, where systems are found to be running correctly, are assigned to the RESIDENT/COSIGNER a minimum of \$50-\$100. RESIDENT/COSIGNER, responsible for heat, shall maintain the heat at a minimum of 50 degrees from November to April. Ovens and stoves will not be used for heating. Air conditioning, where provided, is billed according to section 6 in the LEASE.
 - (R) **Appliances** – RESIDENT may not add or remove any appliance without LANDLORD written consent. Portable dishwashers are not permitted. LANDLORD appliances are strictly for RESIDENT use only. All appliances must be maintained and kept clean. Dryer lint filters must be cleared prior to each use to meet fire safety requirements. If any appliance, air conditioning unit, heating, or water system malfunctions, RESIDENT/COSIGNER shall make no attempt at repairs and will notify the LANDLORD immediately.
 - (S) **Alcohol and Narcotics** - The use, consumption, possession, transportation, sale, abuse of alcoholic beverages, illegal drugs, or narcotics is prohibited by RESIDENT/COSIGNER on the PREMISES. Activities that evoke destruction of property, abuse, disturbances, police, or altercations will result in eviction and will be reported to Williamsport & PCT Police. Consumption of mind-altering substances is not an excuse for behavior on the PREMISES. LANDLORD takes action against RESIDENT/COSIGNER and guests, failing to comply with this section. 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 or eviction.
 - (T) **Overnight guest** – RESIDENT/COSIGNER guests are permitted a 48-hour stay in a week which constitutes the weekend. Overstays are charged at \$100 per day/occurrence. Evidence of personal property, collaboration, or witness, which confirms a violation of this section occurred, will warrant eviction and penalties.
 - (U) RESIDENT/COSIGNER may not provide PREMISES keys or make copies of keys. RESIDENT/COSIGNER will be evicted (or charged) if found to have knowledge of a violation of this section.

18. KEY CHARGES AND LOCKOUTS.

RESIDENT is assigned one set of PREMISES keys that they must return to the LANDLORD at the end of the TERM, including the LANDLORD stamped keys, keyring, key tag, property ID tag, and rubber key identifiers. Lockouts and key charges are as follows:

- (A) Lockouts – RESIDENT/COSIGNER requiring let into their rentals are considered lockouts. Key loans are available Monday-Friday 8:30 AM-3 PM, during PCT active session and billed at \$5.00 per half hour or \$10.00 outside of business hours. Lockout service calls requiring staff to unlock a rental is \$20.00. Payment is billed and due within ten days.
- (B) Key Charges - Lost, stolen, or unreturned key fees are \$25.00 per key. RESIDENT/COSIGNER cannot change any LANDLORD lock.
- (C) RESIDENT/COSIGNER Padlocks – LANDLORD written approval is required for padlock use. LANDLORD must receive combinations/keys for all approved padlocks before installation. Unapproved RESIDENT/COSIGNER locks will be removed, and fees related to removal are due ten days of invoicing.
- (D) Lock Fees - Replacement charge of an interior or exterior lock is a minimum of \$100.00. Removal of a RESIDENT lock is \$30 and LANDLORD is not liable for replacement costs or damages related to the removal.

19. 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 approximately 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 into 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 emergencies
- (E) To maintain an atmosphere (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 (C). LANDLORD reserves the right to confiscate prohibited items from PREMISES. RESIDENT violations, during inspections, will receive notice listing the violation with action required or LANDLORD directed action required. Every effort is made to keep confiscated items safe, but LANDLORD assumes no responsibility for damage to the item. This includes, but is not limited to, loss or theft of the item. Williamsport or PCT Police confiscate illegal items. PCT is notified of unlawful activity involving the RESIDENT.

I acknowledge, in an effort to maintain an atmosphere that promotes a safe and scholar-like living experience that is lawful, I agree to allow my LANDLORD to perform random and scheduled safety and health inspections and grant LANDLORD access to the PREMISES, for all conditions listed in this section.

RESIDENT INITIALS

COSIGNER INITIALS

COSIGNER INITIALS

19. SMOKING POLICY

PREMISES is **non-smoking**. Smoking and vaping are restricted to the outside and can only be done at safe distances, which is 20 feet or greater, from the PREMISES. Violations of this section are \$50 per occurrence and include:

- Failure to meet distance restrictions, possession of smoked cigars, cigarettes, pipes, or ashes inside the PREMISES.
- Smoking in any PREMISES structure.
- Vaping cartridges or smoked cigarettes in yards or parking areas.
- Smoked items not in a fireproof container.

20. ANIMAL POLICY

LANDLORD has a strict no-animal policy. Animals are prohibited without LANDLORD written consent. Animals cannot, for any cause or duration, be fed, sheltered, or enter the PREMISES. LANDLORD is Fair Housing and ADA compliant, and reasonable housing requests are reviewed. Those with disabilities or Emotional Support needs must:

1. Agree to provide LANDLORD with the Animal Responsibility Addendum and required application forms.
2. Comply with government, state, and local municipality laws and ordinances.
3. Directly remove animals that don't comply with any policy/law/ordinance or cause undue hardship.

Validated certification, from prescribing physician authorizing ESA and federal agency with the power to make assignments for disabilities, must be provided to LANDLORD upon request where a disability or condition is not apparent. RESIDENT with disabilities is only permitted one ESA in a single-person unit. RESIDENT/COSIGNER violating the section are charged \$100, per animal, per day.

21. SUBLEASING AND ASSIGNMENT.

RESIDENT is responsible for making all arrangements for subletting, understanding that the RESIDENT is still obligated to the entire 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. RESIDENT/COSIGNER must sign a sublease agreement and pay a \$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 prepaid service fee of \$600 is required for any RESIDENT/COSIGNERS requesting the LANDLORD locate a sublet. There is no LANDLORD statement or guarantee that a sublet will be obtained.

22. PARKING & PERMITS

Off-street parking may be available to the RESIDENT. Some properties require parking permits where there is off-street parking only. RESIDENT/COSIGNERS may obtain permits at the City of Williamsport Administration Building at their expense. All off-street parking is RESIDENT ONLY parking for the one-vehicle registered with the LANDLORD. All unregistered vehicles will be towed at the owner's expense. All motor vehicles on the PREMISES must have a valid license and inspection. Due to local ordinances, no motor vehicle can park on the grass or sidewalks at any time. Motorbikes and motorcycles are not permitted on porches, balconies, or inside PREMISES.

23. MOVE-IN & MOVE-OUT

Move-In represents the START date of the LEASE and Move-Out is the END date of the LEASE. RESIDENT/COSIGNER agrees to comply with MOVE-IN and MOVE-OUT Procedures, which returns the PREMISES to required condition and cleanliness. Affinity Campus Properties Move-In and Move-Out Procedures are provided as a resource to assist with getting a total return of the SECURITY DEPOSIT.

Move-In:

- (A) Move-In times are communicated through email and generally are between 12 PM-5 PM on the day the LEASE starts.
- (B) RESIDENT must register and sign out keys *before* moving in.
- (C) Completed Key Forms, provided at move-in, must be returned at the start of the LEASE.
- (D) RESIDENT/COSIGNER agrees to notify LANDLORD if PREMISES isn't amply clean at move-in so it can be remedied as reimbursements will not be done for cleaning and RESIDENT/COSIGNER will be responsible for ensuring Move-Out Procedures are completed.
- (E) LANDLORD will accept all documented damages, and completed inventories, no later than 12PM one day after the LEASE START. RESIDENT completed forms are emailed to LANDLORD at office@rentaffinity.net with the subject containing "RESIDENT full name, unit# and PREMISES address" or placed in the LANDLORD office drop-box.
- (F) At the start of the LEASE, the LANDLORD will furnish working LED lightbulbs for the PREMISES. RESIDENT is responsible for replacing bulbs with LED bulbs that match style and wattage to the existing. LANDLORD MOVE-OUT, MOVE-IN and INVENTORY are provided as a resource to assist with the full return of SECURITY DEPOSITS.
- (G) and provided in the RESIDENT online account.

Move-Out:

RESIDENT/COSIGNER is required to vacate at the end of the LEASE TERM. Authorized extensions are charged at \$50.00 per day and prepaid. Unauthorized stays are charged at \$100 per day until all keys are returned, or LANDLORD can confirm vacancy. The following requirements apply to vacating:

- (A) RESIDENT must vacate PREMISES and return all LANDLORD keys by 12 NOON on LEASE expiration.
- (B) A \$50 daily fee is charged to RESIDENT/COSIGNER if keys or PREMISES remain in possession past the LEASE TERM,
- (C) RESIDENT/COSIGNER must return the PREMISES to the original condition at START of the LEASE.
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.); B/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.
- (D) LANDLORD will arrange professional cleaning where fees will be applied based on the following schedule of charges:
 - 1) Carpet Cleaning – Prepaid to the LANDLORD prior to lease end and then completed after the PREMISES is vacant. The carpet cleaning base package is \$70 (plus tax), covering three areas and \$15.00 for each additional area. Vacuuming (if required) is \$25.00, and special pretreatments are additional.
 - 2) Cleaning Fees – The cleaning charge is \$35 per hour, per cleaner, with a one-hour minimum charge per cleaner.

- 3) Item Removal – All personal items, food, RESIDENT furnishings, and trash must be removed from the PREMISES. Item removal base charge is \$50 plus disposal fees.
- (E) Item storage – May not exceed 20 days and requires written LANDLORD approval. The storage rate is \$10 per day, with items being discarded on the 21st day. LANDLORD or agents will not be responsible for damages or loss during removal or storage.
- (F) Keys – Replacement key charge is \$25 a key. Keys may not be duplicated. Duplicated keys is a \$100 charge per lockset if copied. RESIDENT/COSIGNER must surrender all keys to LANDLORD at the end of the LEASE. In addition, RESIDENT/COSIGNER may not access the PREMISES during terms outside of the LEASE as this constitutes an unlawful entry.
- (G) RESIDENT/COSIGNER is responsible for confirming the correct forwarding address in the LANDLORD tenant system. The returnable portion of SECURITY DEPOSIT will be returned within 30 days after LEASE expiration, keys are received, or when vacancy is validated, whichever is the latter.
- (H) LEASE Extensions – Return of the SECURITY DEPOSIT is dictated by the end of tenancy, not the LEASE TERM. The SECURITY DEPOSIT will be returned within 30 days from the extension end.

25. AMENITIES

PREMISES include a stove, microwave, refrigerator, and access to a washer and dryer.

26. DAMAGES AND REPAIRS

RESIDENT is responsible for damage caused by the actions of the RESIDENT/COSIGNER or visitors, including the cost of repairs. Estimates are derived by industry professionals or the replacement value. RESIDENT/COSIGNER may not conduct, fix, or schedule repairs without LANDLORD consent. Personal room damage is billed against the SECURITY DEPOSIT of the RESIDENT/COSIGNER. Unclaimed damage to PREMISES is charged against all leaseholders that share the PREMISES. In addition to charges, legal action may result. Self-made repairs will result in additional LANDLORD repair charges. LANDLORD selects materials, finishes, and contractors for repairs. RESIDENT/COSIGNERS agree to:

- (A) Report items that are malfunctioning or in disrepair to the LANDLORD, i.e., running toilet, loose rail, dripping faucet.
- (B) Pay for repair/service for toilet, sewer, disposal, or other water apparatus obstructions created by materials unsuitable for the system. Some examples: wipes, feminine products, glass, caps, cloth, etc.
- (C) Report defective, dangerous, or questionable items that could lead to greater damage, i.e., leaking pipe, roof leak.
- (D) Pay LANDLORD for repairs, and damage, resulting from RESIDENT/COSIGNER neglect or failure to report.

27. OUTSIDE MAINTENANCE.

LANDLORD is responsible for mowing, and all summer maintenance. RESIDENT/CO-SIGNER is responsible for snow, ice removal and all winter maintenance. Snow must be removed from walks, stairs, and porches, in accordance with Williamsport Code, within 48 hours. Paved parking lots are plowed when all vehicles are cleared from the lots. LANDLORD is not responsible for clearing gravel parking areas.

28. ENTIRE AGREEMENT.

This LEASE is 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 and RESIDENT AND OR COSIGNER.

29. SIGNATURES.

The undersigned agrees to be bound legally to this agreement and has reviewed this LEASE in its entirety.

 Sample
 LANDLORD SIGNATURE
 Date:

 Sample
 RESIDENT SIGNATURE

 Sample
 PRIMARY COSIGNER SIGNATURE

 Sample
 SECONDARY COSIGNER SIGNATURE

Date:

Date:

Date:

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 by following this link: <https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf>

RESIDENT and 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

Acknowledgement: (INITIALS)

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.

Acknowledgment: (INITIALS)

(e) LANDLORD has informed the RESIDENT/COSIGNER of the obligations under 42 USC 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.

LANDLORD SIGNATURE

Date:

RESIDENT SIGNATURE

PRIMARY COSIGNER SIGNATURE

SECONDARY COSIGNER SIGNATURE

Date:

Date:

Date: