

# LEASE

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. THIS LEASE IS ALSO BINDING UPON YOUR HEIRS, EXECUTORS, AND PERSONAL REPRESENTATIVES. EACH TENANT SHOULD READ THIS LEASE CAREFULLY.

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHT AS A TENANT. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

## 1. NAMES OF LANDLORD AND TENANT

LANDLORD	The Apartment Store ®
TENANT	

## 2. LEASED PREMISES:

Property Name	
Apartment Number	
Address	
City, State ZIP	

3. **Lease Term:** This lease shall commence at 12:00 p.m. on:

And shall terminate without notice at noon on:

If Tenant occupies the premises beyond the ending date of the lease agreement, a charge of \$150.00 per day will be levied against the Tenant for each day beyond the ending date.

<input type="checkbox"/>	<b>THIS IS A JOINT AND SEVERAL LEASE</b>
<input type="checkbox"/>	<b>THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY (See Paragraph 19)</b>

**Base Rent** - The amount of rent for the term of the lease is:

Payable in installments as defined below (See Paragraph 4):

<b># of Installments</b>	
<b>Monthly</b>	
<b>Semester Allocation</b>	

First (Month / Semester) rent payment is due on or before the Lease Term commencement date defined as:

**Security Deposit** – This lease requires a security deposit in the amount of (See Paragraph 5):

**Utility Fee** - This lease requires payment of a utility fee in the amount of:

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Payable in installments as defined below (See Paragraph 4):

<b>Upon Lease Commencement</b>	
<b>Monthly</b>	
<b>Semester Allocation</b>	
<b>Other</b>	

First (Month / Semester / Other) utility fee is due on or before the Lease Term commencement date.

**Utility Allocation:**

**Landlord** and **tenant** agree to pay for the charges for utilities and services supplied to the leased premises as follows (See Paragraph 16):

Description	Paid By <b>Landlord</b>	Paid By <b>Tenant</b>
Television Cable		
Internet Service		
Electric to Premise		
Water/Sewer Service		
Natural Gas / Heating Oil		
Refuse Collection		
Lawn Maintenance		
Snow Removal		
Parking		
Bus Service		
Other: _____		

If **Tenant** is responsible for paying the utilities during the lease term, The Apartment Store will receive, process and pay the utility bills as received from the utility companies, and then forward the bill to **Tenant** for reimbursement to The Apartment Store, along with a monthly charge of \$3.50 per person per utility per month. These charges constitute additional rent due and owing from **Tenant**. Failure to pay the amount owed to The Apartment Store within fifteen (15) days after the bill is sent to **Tenant** shall constitute a material breach of the lease.

**4. RENT**

**Tenant agrees to pay the rent without Landlord DEMAND UPON tenant as follows:**

<b>Monthly</b>	On or before the 1 <sup>st</sup> day of each month in the lease term.
<b>Semester Allocation</b>	One or before the Lease Term Commencement and on the 1 <sup>st</sup> day of January within the Lease Term.

All payments must be by check, money order, or online. No cash payments will be accepted. **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **Landlord** at the place specified by **Landlord**.

**Tenant** agrees to pay a LATE CHARGE of \$50.00 on the 6th day of the month plus \$2.00/day starting on the 7th day of the month if **Tenant** does not pay the rent on time. If **Tenant** mails the rent to **Landlord**, the date of payment will be the date the letter is received.

Payment must be for the full amount. All delinquencies and prior balances (i.e. late fees, lockout fees, maintenance charges, etc.) will automatically be deducted from rental payment before the current month's rent account is credited. If **Tenant** pays by check and it happens twice that a check is returned from the bank all future payments must be cashier's check or money order. If the check is for rent it is understood that late fees shall continue until the check is honored by the bank. There will be a charge each time a check is returned from the bank. The charge will be determined by current policy set by The Apartment Store.

## 5. SECURITY DEPOSIT

**Tenant** agrees to pay the security deposit to **landlord** before the lease starts and before the **landlord** gives possession of the leased premises to **tenant**.

**Landlord** can take money from the security deposit to pay for any damages caused by **tenant**, **tenant's** family and **tenant's** guests or any necessary cleaning. **Tenant understands that the security deposit is held jointly amongst all tenants, therefore any and all cleaning and or damages to the rented premises will be evenly deducted from all deposits unless stated otherwise in attached addendums to this lease agreement.**

**Landlord** may utilize security deposit funds to pay for any unpaid rent, additional charges or late fees. After taking out for damages, unpaid rent and any other charges on your account, **Landlord** agrees to return to **Tenant** the remaining balance of any security deposit money. **Landlord** will send the remaining security deposit money to **Tenant** no later than 30 days after the lease ends and/or the date the **Tenant** leaves, whichever is later. **Landlord** also agrees to send to **Tenant** a written list of damages and amounts of money taken from the security deposit. **Tenant** agrees to give **Landlord** a written forwarding address when **tenant** leaves and the lease ends.

**Tenant** may not use the security deposit as payment of the last month's rent.

**Landlord** will have the carpets professionally cleaned at the termination of the lease and **tenant** agrees that the cost of such cleaning will be deducted from the security deposit.

## 6. LANDLORD'S DUTY AT THE START OF THE LEASE

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

## 7. DAMAGE TO LEASED PREMISES

**Tenant** agrees to notify **Landlord** immediately if the leased premises is damaged by fire or any other cause. **Tenant** agrees to notify **Landlord** if there is any condition in the leased premises that could damage the leased premises or harm the **Tenant** or others. If **Tenant** cannot live in the whole leased premises because it is damaged or destroyed, **Tenant** may:

1. Live in the undamaged part of the leased premises and pay less rent until the leased premises is repaired.

**OR**

2. End the lease and leave the leased premise.

**Tenant** agrees that if the leased premises is damaged or destroyed and **Tenant** ends the lease, **Landlord** has no further responsibility to **Tenant**.

## 8. INSURANCE

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

## 9. ASSIGNMENTS OR SUBLEASES BY TENANT

Assignment (or Assign) is the legal term for a transfer of the lease from the tenant to another person. This other person then becomes the **landlord's** new **tenant** and takes over the lease.

**Tenant** agrees not to transfer (assign) this lease to anyone else.

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**.

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**Tenant** shall not sublease the leased premises without the prior written consent of **Landlord**. **Tenant** must sign sublease agreement and pay the necessary fees. The sublet agreement includes, but is not limited to, **Tenant** wishing to sublet obtaining written approval of all remaining tenants in housing unit to allow the sublessee to sublet. It is the **tenant's** responsibility to find a suitable sublet for the apartment but the **landlord** shall be the final judge as to whether the sublet **tenant** is satisfactory.

**Tenant** shall not permit any guest to stay overnight 14 nights or more during the one year lease term. Any violation of this prohibition shall constitute a material breach of the lease.

A change to the leased premises, named **Tenants**, named guests, and/or any other change which requires the generation of a new lease document shall result in a charge of \$100.00 per change, which **Tenant** shall pay to The Apartment Store prior to the new lease document taking effect.

Intermittent rentals are strictly prohibited. This includes, but is not limited to, the use of Airbnb and other websites that advertise to rent part or all of dwelling unit on an intermittent basis.

#### 10. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

**Landlord** is responsible for all damage to property or injury to people caused by **Landlord's** (or **Landlord's** representatives) intentional or negligent acts at the leased premises. **Tenant** is responsible for all damage to the leased premises and injury to people caused by **Tenant**, **Tenant's** family or guests.

**Tenant** agrees that **Landlord** is not responsible to **Tenant**, **Tenant's** family or guests for damage or injury caused by water, snow or ice that comes on the leased premises unless **Landlord** was negligent.

#### 11. USE OF LEASED PREMISES

**Tenant** agrees to use the leased premises only as a residence. **Tenant** agrees to obey all federal, state and local laws and regulations when using the leased premises. **Tenant** agrees not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises. **Tenant** agrees not to do any activities in or around the leased premises which could harm anyone or damage any property. **Tenant** agrees that the leased premises shall be occupied only by the persons listed on this agreement and their children. Housing permits may be suspended when **Tenant/guests** of **Tenant** violate local ordinances/laws. Points are assigned to the property for each incident of a violation. If enough points are accumulated and the permit is suspended, the rental unit must be vacated and may not be occupied by anyone else during the suspension period. If this occurs, **Tenant** is still responsible for the rental and utility payments through the end of the lease term. In addition, a charge of \$200 will be assessed for each point assessed against the property.

#### 12. RULES AND REGULATIONS

**Tenant** agrees to obey all rules and regulations for the leased premises. If **Tenant** violates any rules or regulations for the leased premises, **Tenant** violates this lease. Rules and regulations are hereby incorporated to be an integral part of this lease.

#### 13. LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES (SUBORDINATION)

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

#### 14. CARE OF LEASED PREMISES

**Tenant** is responsible for, and will take good care of, the leased premises and all of the property in and around the leased premises. **Tenant** agrees to maintain premises in sanitary condition. **Tenant** agrees to pay for any damage caused by **tenant**, **tenant's** family and **tenant's** guests. **Tenant** agrees to turn over possession of the leased premises to **landlord** when the lease ends. **Tenant** shall be responsible for the prevention of growth and accumulation of mold within any residential structure. **Tenant** is advised to keep the dwelling area clean and free of visible moisture and/or mold on any surfaces within the unit including carpet, wood structures, windowsills, floors and other surfaces. Should any water leak or any other damage occur within the apartment, **Tenant** is required to notify **Landlord** immediately so that remedial measures can be taken to avoid any further damage to the unit that may result from either the water or any mold that may accumulate damage. **Tenant** will be held responsible for any physical as well as monetary damages that accrue to the apartment and adjacent areas. Physical property and health related damages can result in substantial economic consequences to the responsible party. If **Tenant** is responsible for the water leak or damage and/or fails to notify **Landlord**, **Tenant** will be held responsible for any physical and/or monetary damages that accrue to the apartment, adjacent areas or individuals affected thereby. **Tenant** hereby agrees to

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indemnify and hold **Landlord** harmless from any injuries (physical and/or economic) sustained by **Tenant**, his/her guests/family which result from water damage and/or mold accumulation for which **Tenant** is responsible as provided herein.

#### 15. LANDLORD'S RIGHT TO ENTER LEASED PREMISES

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

#### 16. UTILITY SERVICES

**Landlord** has the right to turn off temporarily any utility or other service to the leased premises in order to make repairs or do maintenance.

#### 17. PEST CONTROL.

To the best of **Landlord's** knowledge, the Premises is free of pests at the time of occupancy. **Tenant** will have the opportunity to inspect the Premises for five (5) days after occupancy, and must notify **Landlord** in writing if **Tenant** believes there are any pests in the Premises at that time. Failure to notify the **Landlord** constitutes acknowledgement by **Tenant** that the Premises is pest free at the time of occupancy. **Tenant** must keep the Premises in a clean and sanitary condition, free from any condition contributing to infestation. If **Tenant** becomes aware of any pests in the Premises, **Tenant** must notify **Landlord** immediately.

#### 18. GOVERNMENTAL POWER OF EMINENT DOMAIN.

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

#### 19. VIOLATIONS OF THIS LEASE

**WHEN EITHER LANDLORD OR TENANT DOES NOT DO SOMETHING THAT THEY HAVE AGREED TO DO, IT IS A VIOLATION OF THIS LEASE. IF TENANT VIOLATES THIS LEASE, TENANT MAY LOSE TENANT'S SECURITY DEPOSIT. IF TENANT VIOLATES THIS LEASE, LANDLORD ALSO CAN SUE TENANT FOR OTHER EXPENSES AND MAY SUE TO EVICT TENANT.**

**EACH TENANT SHOULD NOT SIGN THIS LEASE UNLESS EACH TENANT HAS READ AND CLEARLY UNDERSTANDS THE INFORMATION IN THIS SECTION ABOUT LEASE VIOLATIONS.**

**IF THIS IS NOT A JOINT AND SEVERAL LEASE, THEN THE LANDLORD CAN ONLY SUE ONE TENANT FOR THAT TENANT'S VIOLATION OF THE LEASE.**

**IF THIS IS A JOINT AND SEVERAL LEASE IT MEANS THAT ALL THE TENANTS AS A GROUP AND EACH OF THE TENANTS AS AN INDIVIDUAL ARE RESPONSIBLE TO LANDLORD FOR ALL OF THE AGREEMENTS OF THIS LEASE. FOR EXAMPLE, IF THE RENT IS NOT PAID, LANDLORD CAN SUE ALL OF THE TENANTS (JOINTLY) FOR ANY UNPAID RENT. OR, LANDLORD CAN BRING A SUIT AGAINST ANY ONE TENANT SEPARATELY (SEVERALLY) FOR ALL OF THE UNPAID RENT.**

**IF THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY IT MEANS THAT EACH LESSEE WHOSE SIGNATURE APPEARS ON THIS LEASE WILL BE RESPONSIBLE FOR AN EQUAL SHARE OF THE TOTAL AMOUNT OF THE RENT WHICH SHALL BE PAYABLE IN EQUAL MONTHLY INSTALLMENTS DUE THE FIRST DAY OF EACH MONTH. SHOULD ANY LESSEE BE EVICTED OR ABANDON THE PREMISES, THE LESSOR RESERVES THE RIGHT TO REPLACE THAT LESSEE WITH A PERSON OF THEIR OWN CHOOSING. EVERY EFFORT WILL BE MADE TO MATCH PERSONALITIES AND LIFESTYLES BUT NO GUARANTEES ARE GIVEN. THE LESSOR WILL NOT BE RESPONSIBLE FOR ANY LESSEE'S ACTIONS.**

**TENANT VIOLATES THIS LEASE IF TENANT:**

- 1) FAILS TO PAY RENT OR OTHER CHARGES TO LANDLORD ON TIME OR,**
  - 2) LEAVES (ABANDONS) THE LEASED PREMISES WITHOUT THE LANDLORD'S PERMISSION BEFORE THE END OF THE LEASE OR,**
  - 3) DOES NOT LEAVE THE LEASED PREMISES AT THE END OF THE LEASE OR, DOES NOT DO ALL OF THE THINGS THAT TENANT AGREED TO DO IN THIS LEASE.**
-

**IF TENANT VIOLATES THE LEASE, EACH TENANT AGREES TO WAIVE NOTICE TO QUIT. THIS MEANS THAT THE LANDLORD MAY FILE A COMPLAINT IN COURT ASKING FOR AN ORDER EVICTING EACH TENANT FROM THE LEASED PREMISES WITHOUT GIVING EACH TENANT NOTICE TO QUIT FIRST. LANDLORD DOES NOT HAVE THE RIGHT TO THROW TENANT OUT OF THE LEASED PREMISES (SELF-HELP EVICTION). THE LANDLORD CAN ONLY EVICT TENANT BY COURT ACTION.**

**THE LANDLORD DOES NOT HAVE THE RIGHT TO SUE IN COURT FOR EVICTION UNLESS A TENANT HAS VIOLATED THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH TENANT IS WAIVING NOTICE TO QUIT, EACH TENANT WILL HAVE A CHANCE IN COURT TO CHALLENGE THE LANDLORD'S CLAIM FOR EVICTION.**

**IF TENANT VIOLATES THE LEASE AGREEMENT, THE LANDLORD MAY SUE EACH TENANT IN COURT:**

- 1) TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY TENANT'S VIOLATION OF THE AGREEMENTS IN THE LEASE.**
- 2) TO RECOVER POSSESSION OF THE LEASED PREMISES (EVICTION).**
- 3) TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER PERSON TAKES POSSESSION OF THE LEASED PREMISES AS A NEW TENANT.**

**In Process**

**Tenant** agrees that landlord may receive reasonable attorney's fees as part of a court judgment in a lawsuit against tenant for violation of the agreements of the lease.

**Tenant** hereby agrees that any disputes under this lease agreement will be resolved by the \_\_\_\_\_ County courts of Pennsylvania and that venue for any dispute will be proper only in \_\_\_\_\_ County, Pennsylvania.

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**21. OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT**

Landlord and tenant agree that the rules and regulations are part of this lease agreement.

**BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.**

**Landlord:**

**Tenants:**

\_\_\_\_\_  
Sign Date

\_\_\_\_\_  
Sign Date

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Sign Date

\_\_\_\_\_  
Sign Date

In Process

# ADDENDUM TO LEASE

It is agreed by both parties that this addendum shall be made a part of the lease dated \_\_\_\_\_ to \_\_\_\_\_ between The Apartment Store Real Estate Group and \_\_\_\_\_ for \_\_\_\_\_ at \_\_\_\_\_

All indicated clauses will be made a part of the original lease:

The Lessee understands that he/she is responsible for his/her proportionate share of any charges that are assessed to the common areas of the premises including any damages. The common areas will be defined as any area other than the individual bedrooms.

An undivided interest in a bedroom that is part of a unit of bedrooms ("unit") at ("facility") located at address listed above. Landlord will identify which unit is assigned with written notice to Tenant prior to the beginning of the term.

The rental rate indicated on this lease is predicated upon the number of people residing in the premises. If any person other than the lessees named on this lease moves into the apartment and the Lessor is not notified immediately, the rental rate will be increased to the appropriate rate retroactive to the beginning date of this lease.

Allocation of water/sewer charges are done so without the use of meters. The utility bills received by Landlord from the local utility(ies) will be used to calculate the charges per apartment unit; then equally divided by number of residents in each unit.

Property Specific: \_\_\_\_\_

In Process

**TENANT (S):**

\_\_\_\_\_  
SIGN

\_\_\_\_\_  
DATE

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SIGN

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# THE APARTMENT STORE BED BUG ADDENDUM

It is agreed by both parties that this Addendum shall be made a part of the Lease dated \_\_\_\_\_ by and between The Apartment Store Real Estate Group ("Landlord") and \_\_\_\_\_ ("Tenant(s)") for Apartment \_\_\_\_\_ at \_\_\_\_\_ (the "Premises").

**1. Responsibility for Treatment & Costs:**

Should any bed bugs be found in the Premises or surrounding areas, Tenant warrants full cooperation with Landlord in addressing treatment, including, but not limited to, allowing any inspector right of entry, moving personal property to allow access to all areas of the Premises, and laundering or otherwise caring for personal property in the Premises, before and after treatment of the Premises. As a courtesy, Landlord agrees to pay for the first extermination. Tenant shall be liable for all costs incurred for additional treatments, including, but not limited to, the cost of extermination, administrative fees, any and all damages caused by any bed bugs (e.g., to walls, carpets, fixtures, Landlord-owned drapery and furnishings) and for the treatment of bed bugs in the Premises (e.g., removal of appliances, removal of wall/ceiling coverings, movement of refuse receptacles, etc.). If an exterminator determines that said Premises is the source of infestation, Tenant shall also be liable for all costs incurred for the treatment of surrounding premises and common areas. Regardless of the source of infestation, Tenant acknowledges that Landlord shall not be liable for any damages caused by any bed bugs to the personal property of Tenant or Tenant's guests.

**2. Pesticide Waiver of Liability:**

By signing below, Tenant is giving Landlord, its employees and contractors authorization to use pesticides, as Landlord in its sole discretion deems necessary, in the Premises. Tenant hereby acknowledges that Tenant fully understands and accepts the risks and dangers posed by pesticides, not only to Tenant, but also to other occupants, guests, and pets. Landlord specifically disclaims and this waiver expressly excludes any liability for direct, indirect, special, incidental, consequential or secondary damages including but not limited to, illness, bodily injury or property damage of any nature, related to the treatment of pests. Tenant agrees to indemnify, defend and hold Landlord, its employees and contractors harmless if any third party brings a claim against Landlord relating to this waiver.

**TENANT (S):**

_____ SIGN	_____ DATE
_____ SIGN	_____ DATE
_____ SIGN	_____ DATE
_____ SIGN	_____ DATE
_____ SIGN	_____ DATE
_____ SIGN	_____ DATE
_____ SIGN	_____ DATE
_____ SIGN	_____ DATE

\_\_\_\_\_

# THE APARTMENT STORE CONSUMER NOTICE

Property: \_\_\_\_\_

Unit \_\_\_\_\_

This written statement shall be provided at the time of the initial interview unless a rental application is required by the licensee, in which case this written statement shall be provided at the time the rental application is taken.

### CONSUMER NOTICE FOR TENANTS THIS IS NOT A CONTRACT

*(Not to be used when licensee is subagent for the landlord, agent for the tenant or transaction licensee.)*

\_\_\_\_\_ (Licensee) hereby states that with respect to this property (describe property)

\_\_\_\_\_, I am acting in the following capacity: (check one)

Owner/Landlord of the property;

A direct employee of the Owner/Landlord; OR

An agent of the Owner/Landlord pursuant to a property management or exclusive leasing agreement.

**I acknowledge I have received this Notice:**

\_\_\_\_\_ (consumer)

\_\_\_\_\_  
DATE

\_\_\_\_\_ (consumer)

\_\_\_\_\_  
DATE

\_\_\_\_\_ (consumer)

\_\_\_\_\_  
DATE

\_\_\_\_\_ (consumer)

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\_\_\_\_\_ (consumer)

\_\_\_\_\_  
DATE

\_\_\_\_\_ (consumer)

\_\_\_\_\_  
DATE

**I certify that I have provided this Notice:**

\_\_\_\_\_ (Licensee)

\_\_\_\_\_  
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.*

## Lessor's Disclosure (Initial)

(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):  
\_\_\_\_\_

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing  
\_\_\_\_\_

(b) Records and reports available to the lessor (check on below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below) :  
\_\_\_\_\_

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

## Lessee's Acknowledgment (Initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*. (Initial) \_\_\_\_\_  
\_\_\_\_\_

(e) Agent has informed the lessor of the lessor's 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.

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
DATE

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LESSEE

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DATE

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LESSEE

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LESSEE

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DATE

\_\_\_\_\_  
AGENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
DATE

\_\_\_\_\_

# THE APARTMENT STORE RULES AND REGULATIONS

## NOTICE

ALL PEOPLE WHO SIGN THIS LEASE AGREEMENT ARE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE FAITHFUL PERFORMANCE OF ALL THE LEASE TERMS AND CONDITIONS INCLUDING PAYMENT OF RENT. JOINT AND SEVERAL LIABILITY MEANS THAT IF THERE IS A DEFAULT THE LESSOR MAY SEEK LEGAL REMEDIES AGAINST ANY **ONE** OR **ALL** THE RESIDENTS. FOR EXAMPLE, **THE LANDLORD** HAS THE RIGHT TO SUE ONLY ONE RESIDENT, AND BECAUSE RESPONSIBILITY IS **JOINT** AND **SEVERAL**, A JUDGEMENT CAN BE ENTERED AGAINST ONE RESIDENT FOR THE ENTIRE SUM DUE TO THE **LANDLORD**, PLUS COST, EXPENSES, AND REASONABLE ATTORNEY FEES.

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ALL RIGHTS RESERVED, USE OF THIS FORM IS TO AUTHORIZED LICENSEES ONLY  
For Information Contact: The Landlord -- Tenant Company, (814) 238-6760

## RULES AND REGULATIONS

**Landlord:** The Apartment Store Real Estate Group

**Tenant(s):** \_\_\_\_\_

**Leased Premises:** \_\_\_\_\_

1. We are a company that works hard to promote harmony between everyone we serve. To all work together we need to have rules of conduct. The Rules and Regulations listed below are part of the lease agreement between Landlord and Tenant. As set out in section 12 of the Lease Agreement, violation or breach of any of the Rules and Regulations is a breach of the terms and conditions of the Lease Agreement and the non-breaching party shall be entitled to exercise any or all of the remedies provided in the Lease Agreement.
2. We try very hard to have your apartment as clean as possible when you move in, however if it is not as clean as you would like it, please call the rental office immediately and we will send someone over. Please don't clean it yourself because you won't be reimbursed for it and you will still be responsible for leaving the apartment clean when you vacate.
3. The insurance we carry is only for the building and furniture owned by the property. You need insurance to cover your own property. Renters insurance is very inexpensive and it is strongly suggested that you look into getting a policy.
4. If Lessee(s) is/are full-time student(s), or cannot verify sufficient monthly income so that the rental amount will not exceed 35% of their monthly income, Lessee (s) agrees to submit to The Apartment Store a guarantor form signed by both parents. If the parents are not able or willing to sign a guarantor form, The Apartment Store can accept, at its sole discretion, a guarantor form from another responsible adult who is gainfully employed offering sufficient financial security.
5. Tenant shall furnish fluorescent starters, and fuses. Owner, at start of Lease will furnish light bulbs. Tenant will be responsible to replace bulbs and bulbs must be working at Lease termination.
6. Bike racks are provided at most of our properties and bikes must be kept either here or in other designated areas. For safety and security reasons, bikes may not be kept or chained in common areas or on the grounds. If bikes are found anywhere except where designated, 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.
7. Tenant agrees to give right of entry to pest control vendors when extermination is scheduled. In addition, tenant agrees to follow all provided instructions in preparing the unit for spraying.
8. No alternate heating sources such as kerosene heaters or space heaters shall be permitted to be operated within the Leased Premises.
9. Tenant shall not place or permit to be placed or store items on any windowsills, ledges, balconies, or porches and shall not hang laundry or other items from the balconies, windows, and common areas.
10. Balconies and porches are not to be used for storage. The only items permitted on these areas are exterior lawn furniture.
11. Resident will not place anything in the windows except for drapes, blinds or window shades. Windows shall not be used as clotheslines. Nothing will be placed on window ledges.
12. Playing radios, stereos, televisions or other musical instruments in a manner which is disturbing to other residents is prohibited.
13. No waterbed shall be permitted within the Leased Premises.
14. Only standard picture hangers may be used for hanging pictures or mirrors; no adhesive hangers may be used. Tenant shall not install shelving, wallpaper, paint or alter in any way the features of the Leased Premises.
15. For the safety of all our residents, tenant agrees to notify the landlord immediately if any fire warning device, fire abatement device, or carbon monoxide detector is not functional.
16. Tampering with fire alarm apparatus, either in your apartment or the common areas is in violation of the criminal statutes. We take the safety of our residents very seriously and will cooperate with appropriate authorities if anyone is caught tampering with fire alarms.
17. Residents shall not go upon the roof of the building within which the Leased Premises is located and shall not enter any area clearly designated as being closed to Residents and others.
18. No radio or television reception devices such as antennas and satellite dishes shall be installed upon the Lease Premises or in the common area around the Leased Premises without written permission from The Apartment Store.

19. If controlled by Resident, the heat shall be maintained at a temperature to preserve the free operation of water pipes at no less than 50 degrees during the winter period from November through April.
  20. No alcoholic beverages shall be consumed in the common areas of the building and grounds within which the Leased Premises is located.
  21. Tenant will be responsible for any damage to the apartment or to the building and grounds caused by negligent acts on the part of the Tenant, Tenants family members, Tenants guests and invitees.
  22. Dishwashers not supplied by Landlord will not be permitted. Washing machines and dryers are permitted only when standard hookups have been installed in the apartment by the Landlord.
  23. The washing of cars on the premises or the use of water from the premises for the purpose of washing cars is prohibited.
  24. No mechanical work on motor vehicles of any type is permitted on the premises.
  25. Parking at most properties is very limited. All motor vehicles on the premises must be currently licensed and inspected. At properties where the parking lots are posted parking permits are required. Any vehicle without a valid permit will probably be ticketed and/or towed at the owner's expense. Because of the limited parking, no trailers, campers, motor homes or commercial vehicles are permitted to be parked on the premises.
  26. 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.
  27. This Lease Agreement confers no rights on Tenant for use of exterior or interior common areas other than access to the Leased Premises.
  28. Additional Charges:

Returned Checks:	\$25.00 First check returned
	\$30.00 Second check returned
Lock Changes:	\$60.00 (Apartment Lock) \$30.00 (Mailbox Lock)
Lockouts:	\$2.00 Key loan during office hours
	\$45.00 if opened by Office personnel during office hours
	\$95.00 if opened by office personnel, maintenance staff, or Resident Manager after office hours.
  29. If storage space is made available for tenants, tenant is obligated to have all items properly locked inside the storage bin and storage bin shall be marked clearly with tenant's name and unit number. Tenant agrees to release Landlord from any possible claim growing out of damage to or loss of any personal items while in storage. Under no circumstances is Tenant allowed to keep paints or flammable materials in storage area.
  30. All garbage and trash must be placed where directed by Landlord.
  31. If you are having a party, a party registration form must be completed and turned into our staff or building service representative 24 hours in advance. Due to our office being closed over the weekends, if you are planning a party for Sunday or Monday, you must register your party before the close of business (5:00 p.m.) Friday. Failure to register parties may result in calls to the Police, fines, or the party being shut down.
  32. No parties, meetings or gatherings may be held in any common area of the building including laundry rooms, public halls, lawn areas, or parking lots
  33. To facilitate help during an emergency, additional locks, including chain locks and deadbolt locks, may not be installed by Tenant.
  34. Resident must also comply with any subsequent rules that may be promulgated or issued for the general benefit of all residents as a whole in the building.
  35. The possession or use of rifles, firearms, shotguns, and ammunition, gunpowder, nunchucks, air pistols, air rifles, bows and arrows, and any other dangerous weapon or substance is prohibited.
  36. The Resident agrees to:
    - a) Keep the unit clean
    - b) Use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which they are intended
    - c) Not litter the grounds or common areas of the project
    - d) Not destroy, deface, damage or remove any part of the unit, common areas, or project grounds
  37. Whenever damage is caused by carelessness, misuse or neglect on the part of the resident, his/her family or visitors, the resident agrees to pay the cost of all repairs and do so within 30 days after the receipt of the Landlord's demands for the repair charges.
  38. The resident agrees not to do any of the following without first obtaining Landlord's written permission:
    - a) Paint or install wallpaper or contact paper in the unit.
    - b) Attach awnings or window guards in the unit
    - c) Attach or replace any fixtures, signs, or fences to the grounds or buildings
    - d) Attach any shelves, screen doors, or other permanent improvements to the unit
  39. The resident 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 may result in immediate eviction.
  40. No kegs or other beverage containers in excess of 4 gallons will be permitted on the premises. Violation of this rule is considered a breach of the Lease Agreement and is grounds for eviction.
  41. No animals or reptiles of any kind may be kept in or about the leased premises.
  42. No hot tubs or swimming pools are permitted on the premises.
  43. If there is a balcony with this apartment, the resident agrees to not engage in any inappropriate behavior which may include the throwing of objects, obscene language, harassment of passers' by, or any other behavior which could result in a criminal citation. If the resident engages in any such behavior, the Landlord reserves the right to restrict any and all access to the balcony area by resident and/or his guests.
  44. Lessee agrees to never use portable fuel-burning camping equipment in the apartment.
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- 45. Should any of the appliances, air conditioning unit, or the heating unit malfunction, Lessee agrees to make no effort to service the malfunctioning appliance or unit him/herself but to call the maintenance staff for repair.
- 46. Should the stove be fueled by gas, Lessee agrees to never use it for heating purposes for safety reasons.
- 47. For safety reasons, no charcoal or gas grills other than those provided by the landlord are permitted on the premises.
- 48. Thermostats will be inspected semi-annually. If the thermostat has been tampered with in any way, it will be replaced and tenant will be charged for replacement cost.

**CHECK OUT PROCEDURES**

- 1. All keys must be returned to the office by 12:00 noon on the termination date of your lease. Please do not leave keys at your apartment. They could be misplaced and it will be assumed that you didn't turn them in. Should it be necessary to change the locks due to missing keys, we will be forced to charge you for a lock change.
- 2. We want you to get your full security deposit back! In order for that to happen, we need specific cooperation in the following areas: You must return the unit to us in the same condition in which you received it as well as have your account paid in full.
  - a) If the unit is carpeted, The Apartment Store will make arrangements to have the carpet professionally cleaned. The cost of this cleaning will be deducted from the security deposit.
  - b) If you have drapes in your apartment, they must be professionally cleaned and the receipt turned into the office at time of checkout.
  - c) All personal items, food and trash need to be removed from the unit. If you don't remove these items, the charge will be \$50/hour to remove the items and you will also be charged a storage fee of \$5/day. Tenant agrees that Lessor will not be responsible for damages or loss to these items either during removal or storage.
  - d) The apartment must be completely cleaned in accordance with The Apartment Store standards. Normally you will receive a move-out packet of information approximately 45 days prior to your lease ending. If you didn't receive this information, please contact The Apartment Store and ask to have one sent to you.
- 3. Please provide a forwarding address for the security deposit to the office.
- 4. Tenant has the right to be present during the move out inspection. Prior to the lease termination date, Landlord will notify Tenant as to the date and time that move out inspections will be performed. If Tenant fails to appear at the appointed time, the move out inspection shall occur absent Tenants attendance.
- 5. Security deposit will be returned within 30 days after the termination date of lease.

I understand that I have read the rules, regulations and check-out procedures and will abide by the same.

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